

EXHIBIT "A"

AGREEMENT NO.

An Agreement between the CITY OF PORTLAND, OREGON (City) HUMAN SOLUTIONS, INC. (Contractor) to provide funding under the HOME Investment Partnership program to support the development of affordable housing.

RECITALS:

1. The City of Portland serves as the planning jurisdiction for the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership program and administers HOME funds on behalf of the "Portland HOME Consortium" for the City of Portland, the City of Gresham and Multnomah County.
2. Portland HOME Consortium partner Multnomah County is allocating \$11,973 FY 99-00 HOME funds; and Consortium partner the City of Gresham is contributing \$17,318 in FY 99-00 HOME funds to Human Solutions, Inc. to support affordable housing development in their jurisdictions, for a total of \$29,291 in HOME operating support for FY 98-99.
3. There are funds available in the approved FY 99-00 HOME budgets of all three jurisdictions for this agreement.
4. Human Solutions, Inc. is a certified Community Housing Development Organization (CHDO) under the HOME Investment Partnership program.
5. The City now wishes to enter into an agreement in the amount of \$29,291 with Human Solutions, Inc. to support affordable housing development.

AGREED:**I. Scope of Services**

- A. The Contractor will undertake the following activities as a CHDO during FY 99-00:
 1. Identify and inventory key housing development opportunity sites in the cities of Gresham, Troutdale, Fairview, Wood Village, Maywood Park, and unincorporated Multnomah County, including sites related to the construction of 6 new town house units in Rockwood for first-time homebuyers and the acquisition / rehab of an existing multifamily rental development in Gresham of 50-100 units.
 2. Research and undertake appropriate development activities related to acquiring properties for multi-family housing and townhouse development

including, but not limited to, land acquisition, predevelopment, construction, and lease-up activities.

3. Research and undertake appropriate development activities related to strategic single-family homeowner project opportunities for low-income families.
4. Manage 66 units of existing low-income rental housing in Gresham.

II. Performance Measures

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this agreement:
 1. Number of rental units in under site control, predevelopment, construction, and completed.
 2. Number of homeowner units under site control, predevelopment, construction, and completed.
 3. Number, location and status of units under management.
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) by program and in the aggregate during the period of this agreement:
 1. Number of low- and moderate-income households served.
 - a. Number of new homeowner
 - b. Number of rental units preserved (acquired and rehabbed)
 - c. Number of tenants who continue to be served by Human Solution rental units
 2. Basic demographic information of households served.

III. Periodic Reporting

- A. CONTRACTOR will submit program reports on a quarterly basis. Reports will be submitted using the report form attached as Attachment B will include:
 1. Demographic data regarding number of low and moderate income persons served, their ethnicity, and number of elderly and female-headed households served.
 2. Performance data related to Section III using the report form determined by the City.

Program reports will be due within 30 days of the end of the reporting period on the following dates: September 30th, January 31st, March 31st and June 30th.

- B. Financial reports will be submitted within 30 days of the end of the reporting period using the invoice form attached as Attachment B on the dates listed above and will include:
 - 1. Program expenditures for the period by line item.
- C. The progress report must accompany the billing in order for the billing to be paid.

IV. Compensation, Method of Payment and Audit Requirement

- A. The City will reimburse the Contractor for actual or anticipated expenses in accordance with the Budget (Attachment A). Funds will be disbursed to the Contractor for:
 - 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 - 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.

The City will reimburse the Contractor for expenses in accordance with the budget (Attachment A) upon receipt of an itemized statement of expenditures. The Contractor will maintain documentation of all expenses and make such records available for inspection by the City upon request.

- B. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- D. No funds under this Agreement may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.
- E. The payments made under this Agreement 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 services.
- F. Total compensation under this Agreement shall not exceed TWENTY-NINE THOUSAND, TWO HUNDRED AND NINETY-ONE DOLLARS (\$29,291).

V. City Project Manager

- A. The Project Manager shall be Trell Anderson or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.

- B. The 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.

VI. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor 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 Contractor 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 Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor 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 Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor 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 Contractor 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 Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor 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 Contractor 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 Contractor'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 Contractor an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Contractor 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 Contractor'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 Contractor agrees as follows:

1. The Contractor 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 Contractor 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 Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
4. The Contractor 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 Contractor 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 Contractor 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 Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor 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 3 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 Contractor 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 Contractor at any time during the 3-year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to City.

- J. INDEMNIFICATION. The Contractor 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 Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE.
- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor 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 Contractor'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, Contractor shall provide a new policy with the same terms. Contractor 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 Contractor.

(b) The Contractor 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, Contractor shall furnish a declaration that Contractor 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 Contractor, its subcontractors, 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 Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renewal of 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 Contractor agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If Contractor believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualifications 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 Contractor 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 Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor 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 Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor 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 Contractor, 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 Contractor during the contract.

The Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 92.356.

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

Any litigation between the City and the Contractor 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. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- T. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing & Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

- U. RELOCATION, ACQUISITION AND DISPLACEMENT. The Contractor agrees to comply with 24 CFR 92.353 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. Contractor agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- V. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- W. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. INTEGRATION. This agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.
- Y. FLOOD DISASTER PROTECTION. The Contractor 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.
- Z. LEAD-BASED PAINT. The Contractor 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 92.355, 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.
- AA. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- BB. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.

- CC. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- DD. CHURCH/STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 92.257 regarding the use of federal funds by religious organizations.
- EE. TARGETING. Each year the City designates target areas, which receive focused services through the Bureau of Housing & Community Development. As appropriate, the Contractor 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 Contractor who is asked to provide such information and assistance.
- FF. LOCATION POLICY AND SITING. All housing developed under this agreement is required to comply with the City's Location Policy, which is designed to maximize housing choice for low-income households and discourage the concentration of low- or no-income households in any one area of the city. At the initiation of eligible housing projects, the Contractor agrees to contact the City's Siting Coordinator at the Bureau of Housing and Community Development to determine Location Policy compliance requirements for each specific project.

The Contractor will consult with the Siting Coordinator regarding resources available to assist with the development of Good Neighbor Policies, facilitate dispute resolution, and other siting issues as appropriate.

- GG. TRAINING. The Bureau of Housing & Community Development will provide training for all new Contractors and for Contractors who have experienced

significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.

HH. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any contractor 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 contractor receiving between \$25,000 and \$300,000 in federal funds, from all sources, in any program year, is required to obtain an independent financial review. Additionally, contractors receiving between \$25,000 and \$300,000 in federal funds may be required to obtain an A-133 audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

VII. Period of Agreement

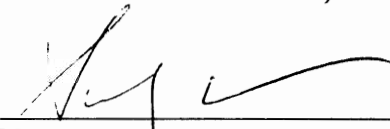
The term of this Agreement shall be effective as of July 1, 1999, and shall remain in effect during any period CONTRACTOR has control over Housing & Community Development funds, including program income. Work by CONTRACTOR shall be completed as of June 30, 2000.

Dated this _____ of _____, 1999.

CITY OF PORTLAND

HUMAN SOLUTIONS, INC.

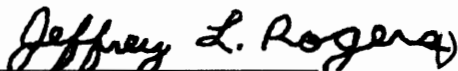
Erik Sten
Commissioner of Public Works



Name:
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM



Jeffrey L. Rogers
CITY ATTORNEY
City Attorney

Attachment A: Budget
Attachment B: Invoice Form
Attachment C: Sample Board Resolution

ATTACHMENT A

City of Portland, Bureau of Housing and Community Development
For City of Gresham and Multnomah County
HOME CHDO operating support

Human Solutions, Inc.

Fiscal Year 1999-2000 Budget

PERSONNEL:

Director of Housing Development	\$15,000
Housing Project Manager	10,000
Benefits	4,291
TOTAL	\$29,291

ATTACHMENT B

**City of Portland, Bureau of Housing and Community Development
Payment Invoice**

As of the Period Ended:

Organization: Human Solutions, Inc.	Total Grant Award: \$29,291
Mailing Address: 2900 SE 122 nd Ave. Portland, OR 97236	Funding Award(s)/Amount: \$29,291 HOME
Contact Name/Title: Carmen Schleiger, Dir. Of Housing Development	
Phone/Fax: 248-5200 x26226 / 248-5202	Grant Period: July 1, 1999 - June 30, 2000

CDBG

Budget Category	Contract Budget	Expense This Period	Expenses YTD including this invoice	Balance from Contract Budget
Dir. Of Housing Dev.	\$15,000			
Housing Project Manager	\$10,000			
Benefits	\$4,291			
Total HOME	\$29,219			

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.

Typed or Printed Name & Title:

Phone:

Signature of Authorized Certifying Official:

Date Submitted:

Mail to: Trell Anderson, BHCD, 421 SW 6th Ave. Ste. 1100-A, Portland, OR 97204

FOR OFFICE USE ONLY

I have received this information and have forwarded the invoice for processing

Trell Anderson, Contract Manager

Date Sent to Accounting

For BHCD Processing

Contract No.:

FY:

Contracted Budget: \$

Fund:

Invoice Amount: \$

Balance: \$

Approved By:

Date:

BHCD Director:

*SAMPLE BOARD RESOLUTION TO RECEIVE FUNDING FROM THE PORTLAND
NEIGHBORHOOD DEVELOPMENT SUPPORT COLLABORATIVE*

ON YOUR ORGANIZATION'S LETTERHEAD

BOARD RESOLUTION

By Human Solutions, Inc. Board of Directors

[date]

The Board of Directors of Human Solutions, Inc., an Oregon nonprofit corporation ("the Corporation"), does hereby adopt the following resolution said action to have the same force and effect as a meeting of the Board of Directors duly called and held:

Now, therefore, be it resolved that the Board of Directors of the Corporation does hereby (I) approve the receipt of HOME Investment Partnership program funds from the City of Portland Bureau of Housing and Community Development acting on behalf of the City of Gresham and Multnomah County, and (II) authorize its Executive Director, to execute all documents related to the receipt of said grant funds.

In witness whereof, the Board of Directors has adopted this resolution this day the _____ of _____, 1998.

Signed by: Board Chair
[Board Chair Name]

ORDINANCE NO. 174051

*** Contract with Human Solutions, Inc. for \$29,291 to receive City of Gresham & Multnomah County designated HOME CHDO operating support and provide for payment. (Ordinance)**

The City of Portland ordains:

SECTION 1. The Council finds that:

1. The City of Portland serves as the planning jurisdiction for the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership program and administers HOME funds on behalf of the "Portland HOME Consortium" for the City of Portland, the City of Gresham and Multnomah County.
2. Portland HOME Consortium partner Multnomah County is allocating \$11,973 FY 99-00 HOME funds; and Consortium partner the City of Gresham is contributing \$17,318 in FY 99-00 HOME funds to Human Solutions, Inc. to support affordable housing development in their jurisdictions, for a total of \$29,291 in HOME operating support for FY 99-00.
3. There are funds available in the approved FY 99-00 HOME budgets of all three jurisdictions for this agreement.
4. Human Solutions, Inc. is a certified Community Housing Development Organization (CHDO) under the HOME Investment Partnership program.
5. The City now wishes to enter into an agreement in the amount of \$29,291 with Human Solutions, Inc. to support affordable housing development.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works is hereby authorized to enter into an agreement with Human Solutions, Inc. to receive City of Gresham & Multnomah County designated HOME CHDO operating support in a form substantially in accordance with the agreement attached as Exhibit A (attached to the original ordinance only).
- b. The Mayor and City Auditor are hereby authorized to pay for said contract from the Housing and Community Development HOME Fund.

Section 2. The Council declares that an emergency exists because delay in funding would interrupt Human Solutions, Inc.'s ability to provide CHDO-related services in Multnomah County and in the City of Gresham; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,

JAN 05 2000

Commissioner Erik Sten
Trell Anderson
December 23, 1999

GARY BLACKMER
Auditor of the City of Portland
By *Britta Olson*
Deputy

ORDINANCE NO. 174051

Title

*** Contract with Human Solutions, Inc. for \$29,291 to receive City of Gresham & Multnomah County designated HOME CHDO operating support and provide for payment. (Ordinance)**

INTRODUCED BY	DATE FILED: DEC 30 1999
Commissioner Erik Sten	<p align="center">Gary Blackmer Auditor of the City of Portland</p> <p>By: <u> Cory Kershner </u> Deputy</p> <p>For Meeting of: _____</p> <p>ACTION TAKEN:</p>
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works <i>ES RSD</i>	
BUREAU APPROVAL	
Bureau: Bureau of Housing & Community Development	
Prepared by Date Trell Anderson 12/23/99	
Budget Impact Review: x Completed Not Required	
Bureau Head: Steven D. Rudman, Director <i>S. Rudman pso</i>	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
				YEAS	NAYS
Consent xx	Regular	Francesconi	Francesconi	S	
NOTED BY		Hales	Hales		
City Attorney		Saltzman	Saltzman		
City Auditor		Sten	Sten		
City Engineer		Katz	Katz		