

Subrecipient Contract
Contract No. 32000291

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and Portland Development Commission (PDC) hereafter called "Subrecipient" to provide funding for the Lead Hazard Reduction Program.

1. Effective Date and Duration

This contract shall become effective on January 1, 2010. This contract shall terminate on December 31, 2010 or the date in which Portland Development Commission housing staff become legally merged with the Portland Housing Bureau.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Andrea Matthiessen	Contract Manager: Shelly Haack
421 SW Sixth Ave., Suite 1100	222 NW 5 th Avenue
Portland, OR 97204	Portland, OR 97209
(503) 823-2379	503-823-0942
(503) 823-2387 (fax)	503-823-865-3675
amatthiessen@ci.portland.or.us	EMAIL: haacks@pdc.us
	EEO DATE Exempt
	Business License Exempt

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$1,490,532 in HUD Lead Hazard Demonstration Grant funds. The compensation requirements are contained in Section II.

5. Reporting

The Reporting requirements are contained in Section I.C. There is no final report associated with this contract.

6. Funding

This subrecipient contract may be paid fully with funding from the U.S. Housing and Urban Development Department (HUD).

7. List of Exhibits

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

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Contract Budget	1
Exhibit B	HUD Lead-Based Paint Grant Reporting Form	2

I. Scope of Services

- A. **GUIDELINES:** The Subrecipient will provide the services described below for the duration of the Contract in accordance with:
1. HUD Lead Safe Housing Rules, 24 CRF 35, subparts B-R;
 2. HUD 2009 Lead Based Paint Hazard Control and Lead Hazard Reduction Demonstration Grant Program Notice of Funding Availability Number FR-5300-N-06.
 3. The PHB Lead Hazard Reduction Demonstration Grant application submitted in response to the HUD 2009 NOFA.
- B. **SERVICES:** Services may be performed for jurisdictions in the Portland metropolitan area, including Clackamas County, Multnomah County Washington County, City of Beaverton, City of Gresham, and the City of Portland.

PDC will provide 80 risk assessments and clear 80 units free of lead-paint hazards under this contract.

Only households with incomes under 80% of median family income are eligible to receive lead hazard reduction assistance. Owner-occupied units must have a child age six and under residing in them. Eligible units are limited to owner occupied units, rental units provided by private landlords, unsubsidized rental housing with tenants with incomes under 80% of median income, non-profits housing providers or rental units receiving a Section 8 certificate. Exceptions may be made for privately owned rental units occupied by a child age 18 years or under with an identified elevated blood lead level.

1. Provide administration and management of lead hazard reduction funds including data tracking, tracking of individual unit progress, management of relationships with regional partners, outreach to local non-profit housing providers and Section 8 programs, construction quality control, compliance monitoring, and collaboration with local programs conducting lead education and outreach in the community.
2. Schedule risk assessments in all homes receiving hazard reduction funded with HUD Lead Hazard Reduction Demonstration Grant Program resources. Addressing presumed lead hazards is not an eligible activity with grant resources. All applicants to the program will receive the PHB brochure, "Lead Poisons Kids, Have Your Kids Been Tested".
3. Develop a scope of work for lead hazard reduction activities that directly corresponds to the risk assessment conducted on each property. In cases where rehabilitation work is also being conducted, the scope of work will be developed in conjunction with the rehab scope of work.

4. Coordinate and monitor agreed upon lead hazard control activities using only certified abatement contractors or HUD/NARI trained contractors as required by regulation. Lead hazard reduction work is not to be funded in any flood plain areas using HUD grant resources.
 5. Coordinate tenant relocation as necessary.
 6. The Subrecipient shall implement all lead hazard reduction activities according to the HUD "*Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*", and the requirements outlined in the *2009 HUD NOFA*.
- C. REPORTING: The Subrecipient contract manager will submit quarterly reports on the progress and accomplishments of lead-related activities to the City Program Manager by the 20th day following the end of each calendar quarter: April 20, July 20 and October 20, and January 20, 2010.
- II. Compensation and Method of Payment
- A. The City will reimburse the Subrecipient for actual expenditures or anticipated expenses (based on an official bid or estimate upon submission of an itemized billing statement).
 - B. Requests for payments may be submitted monthly.
 - C. All funds received by the Subrecipient, whether requested for actual or anticipated expenses, must be disbursed within three (3) working days of receipt.
 - D. Any changes to the approved budget must be approved in writing by the City Program Manager before any expenditure of funds in new amounts or line items.
 - E. Total compensation under this Contract shall not exceed ONE MILLION FOUR HUNDRED NINETY, FIVE HUNDRED THIRTY-TWO DOLLARS (\$1,490,532).
- III. Program Managers
- A. The City Program Manager shall be Andrea Matthiessen, or such person as shall be designated in writing by the Director of the Portland Housing Bureau.
 - B. The Subrecipient Program Manager shall be Shelly Haack or such person as shall be designated in writing by the Subrecipient.
 - C. The City Program Manager is authorized to approve work and billings hereunder to give notices referred to herein, to terminate the Contract as provided herein, and to carry out any other City actions herein.

IV. Performance Measures

- A. Levels of service (output measures) to be provided by the Subrecipient are:
1. 60-80 homes will receive risk assessments.
 2. 60-80 homes will be enrolled in the grant program.
 3. 40 units will be cleared of lead-paint hazards.
- B. Subrecipient will track and report on achievement of the following accomplishments (outcome measures) of the program during the period of this Contract:
1. Number of children living in homes that have been made lead-safe

V. Lead-Based Paint General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written 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.

The City, on 30 days written notice to the Subrecipient, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by 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.

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, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- 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.
5. Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services

and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- F. **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 infinite duration after the City makes final payments and all other pending matters are closed.
- G. **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 infinite duration 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.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the infinite duration 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 the City.
- I. **INDEMNIFICATION.** The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.
- J. **LIABILITY INSURANCE.**
- (a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its

agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the 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, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

K. 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 the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient 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, the City may terminate the agreement immediately and the notice requirement contained in Section A, TERMINATION FOR CAUSE, hereof shall not apply.

- L. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the 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 sub-contractors 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.

- M. **INDEPENDENT SUBRECIPIENT STATUS.** The Subrecipient is engaged as an independent subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- N. 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.

- O. CONTRACT ADMINISTRATION. The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110.

- P. OREGON LAWS AND FORUM. This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. 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.

- R. PROGRAM INCOME/PERSONAL PROPERTY. 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.

- S. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient 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 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.

- U. RELOCATION, ACQUISITION AND DISPLACEMENT. The Subrecipient agrees to comply with the applicable regulations 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. The Subrecipient 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 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.
- 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 Subrecipient and supersedes all prior written or oral discussions or agreements.
- Y. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with 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 which 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, 15 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 \$2,000.00.

- Z. 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.
- 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 and Community Development.
- CC. 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.

- DD. CHURCH-STATE. The Subrecipient agrees to comply with the applicable provisions 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 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.

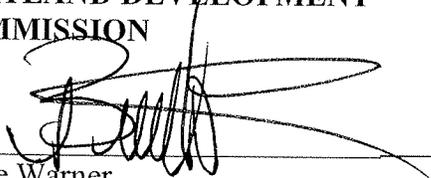
- FF. TRAINING. The Bureau of Housing and Community Development will provide training for all new Contractors and for Contractors who have experienced significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.
- GG. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 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. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- HH. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- II. CONTRACT ADMINISTRATION. If Subrecipient is a public agency, must also comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- JJ. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- KK. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and subrecipients must comply with the requirements of Executive Orders 1162, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority

business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

VI. 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.

PORTLAND DEVELOPMENT COMMISSION



Bruce Warner
Executive Director

CITY OF PORTLAND

Nick Fish
Commissioner-in-charge

APPROVED AS TO FORM:



Matthew Baines, Legal Counsel
PDC

APPROVED AS TO FORM:

APPROVED AS TO FORM


CITY ATTORNEY

Linda Meng, City Attorney

LaVonne Griffin-Valade, City Auditor

EXHIBIT A

**Portland Development Commission
Portland Regional Lead Hazard Control Program Budget
FY 09-10**

Item	Amount
Personnel (Direct Labor)	\$220,079
Fringe Benefits	88,032
Travel	17,555
Supplies and Materials	13,672
Consultants	18,176
Construction	23,334
Other Direct Costs	792,666
Indirect Costs	317,018
TOTAL	\$1,490,532

EXHIBIT B

C4. Lead Hazard Evaluations and Units in Progress

Activity	Number Completed This Quarter	Number Completed Cumulatively
Number of Units Receiving Lead Hazard Evaluations	C4a.	C4d.
Number of Units with Lead Hazards Identified	C4b.	C4e.
Number of units enrolled	C4c.	C4f.
Number of Units in Progress or Under Contract	C4g. 0	

C5. Lead Hazard Control - Unit Production

Number of Units Completed and Cleared	Number Completed and Cleared*	Number of Units With Other Rehab, Code work	Number of Units Where Occupants Were Relocated
Occupied Rental Units	C5a.	C5b.	C5c.
Vacant Units	C5d.	C5e.	
Owner-Occupied Units	C5f.	C5g.	C5h.
Quarter Total	C5i.	C5j.	C5k.
Cumulative Total (since inception of Grant)	C5l.	C5m.	C5n.

C6. Age of Housing Units Completed and Cleared

Age of Housing Units Completed and Cleared This Quarter	Pre-1940	1940-1959	1960-1977	Unknown
	C6a.	C6b.	C6c.	C6d.
Cumulative Units	C6e.	C6f.	C6g.	C6h.

C7. Occupant Information of Units Completed

Number of Occupants Residing in Units when Lead Hazard Control Work was Initiated	Children < 6 Years of Age	Children under 6 Years of Age Receiving Medicaid	Other Occupants >= 6 Years of Age (including adults)
	C7a.	C7b.	C7c.
Cumulative Units	C7d.	C7e.	C7f.

C8. Blood Lead Values of Children

Blood Lead Values of Children Under 6 of Age Residing in Units when Lead Hazard Control Work was Initiated	BLL under 10 ug/dL	BLL between 10-19 ug/dL	BLL>20 ug/dL	Not Tested or results not available
	C8a.	C8b.	C8c.	C8d.
Cumulative Total	C8e.	C8f.	C8g.	C8h.

Lead Hazard Control -- Unit Production Using HUD OHHLHC Grant Funds

Street Address	Apartment #	City	State	Zip Code	Housing Unit Area (sq ft)	Total Number of Rooms	At or below 50%	Over 50% and upto 80%	Above 80%	Lead Hazard Control Intervention	Relocation	Rehab or other work	Total Project Cost	Interior	Exterior	Soil	No. Rooms Treated	Dust cleaning only	Stabilize paint	Replace component	Abatement	Other
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