

**Subrecipient Contract No. 30000702****Amendment No. 1**

This Amendment No. 1 to Subrecipient Contract No. 30000702 ("Amendment") is entered into between the City of Portland, acting by and through its Portland Housing Bureau ("PHB") and the Portland Development Commission ("PDC"). PHB and PDC desire to amend Subrecipient Contract No. 30000702 (the "Original Contract") as set forth below, and as contemplated by the Original Contract, to add additional funding and to specify additional requirements arising from the funding received under the American Reinvestment and Recovery Act. Capitalized words and phrases used, but not defined in this Amendment, have the meanings set forth in the Original Contract.

The above referenced Subrecipient Contract is hereby amended as follows:

- A. Article III, Reporting of the Original Contract is amended to add the following new Section D:
  - D. PDC shall track and report ARRA funds separately under this Contract and cooperate with PHB with respect to the reporting requirements under ARRA. During the term of this Contract, no more than three (3) days following the end of each calendar quarter, or as otherwise requested by PHB from time to time, PDC shall provide a report to PHB in electronic or written format containing the following information:
    - i. the total amount of ARRA funds received;
    - ii. the amount of ARRA funds received that were expended or obligated to project activities;
    - iii. an evaluation of the completion status of the project;
    - iv. an estimate of the number of construction and non-construction jobs created and retained;
    - v. and such other information as requested by PHB from time to time, in its reasonable discretion.
- B. Sections A and E of Article IV, Compensation and Method of Payment, of the Original Contract are amended to read in their entirety as follows:
  - A. PHB will provide PDC with \$2,749,310 in on-going CDBG funding for FY 2009-2010 and \$255,067 in CDBG funding budgeted to BHCD in FY 2008-2009 for the Economic Opportunity Initiative that remained unexpended at the end of FY 2008-2009. The total EOI CDBG budget is amended to \$3,004,377. This amount does not include \$700,000 in CDBG-American Reinvestment and Recovery Act ("ARRA") funding.
  - E. PHB will provide PDC with \$184,000 in private grant funds received by PHB for the Economic Opportunity Initiative from the Northwest Area Foundation and \$16,500 in private grant funds received by PHB

for the Economic Opportunity Initiative from the Northwest Health Foundation.

- C. Article IV, Compensation and Method of Payment, of the Original Contract is amended to add the following new Section D-1 immediately after existing Section D:

D-1 PHB will provide PDC with \$69,942 in City General Fund one-time only funding budgeted to BHCD in FY 2008-09 for the Economic Opportunity Initiative that remained unexpended at the end of FY 2008-09.

- D. Section G of Article IV, Compensation and Method of Payment, of the Original Contract is amended to add the following sentence at the end:

After the date of Amendment No. 1 to the Contract, requests for expense reimbursement from the General Fund and General Fund-One-Time Only sources should be in the form of Exhibit C rather than Exhibit D.

- E. Article V of the Original Contract is amended to add the following new Section MM:

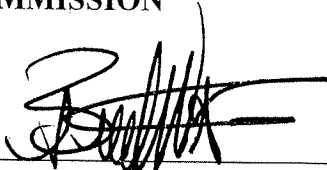
MM. ARRA FUNDS. PDC shall, in performing activities under this Contract with ARRA funds, comply with the ARRA requirements set forth in Exhibit E attached hereto and require its subrecipients that receive ARRA funds to comply with the ARRA requirements set forth in Exhibit E.

- F. Exhibits B and C attached to the Original Contract are amended to read in their entirety as set forth in Exhibits B and C attached to this Amendment No. 1.
- G. The Original Contract is amended to add Exhibits E and F in the forms attached to this Amendment No. 1 as Exhibits E and F, and the List of Exhibits in the Original Contract is amended to add the following:

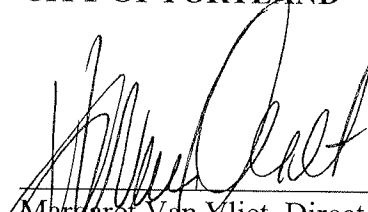
Document	Description	No. of Pages
Exhibit E	ARRA Requirements	2
Exhibit F including Attachment A	ARRA Report Form	1

- H. All other terms and conditions of the Original Contract shall remain the same.


**PORTLAND DEVELOPMENT  
COMMISSION**

 3/4/10  
Bruce Warner, Director Date

**CITY OF PORTLAND**

 1/28/10  
Margaret Van Vliet, Director Date  
Portland Housing Bureau

**APPROVED AS TO FORM:**

 3-3-10  
PDC Legal Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM**

 3/9/13  
Linda Menzies, City Attorney Date  
CITY ATTORNEY

LaVonne Griffin-Valade Date  
City Auditor

## Subrecipient Contract No. 30000702

## Amendment No. 1

## EXHIBIT B

## Budget 2009-10

Estimated Expenditures	General Fund OMF		General Fund PHB	CDBG		Private Grants		Approved Budget Total
	On Going	One Time	One Time	Formula	ARRA	NWAF	NWHF	
<b>Total Resources</b>	<b>1,493,962</b>	<b>374,893</b>	<b>69,942</b>	<b>3,004,377</b>	<b>700,000</b>	<b>184,000</b>	<b>16,500</b>	<b>5,843,674</b>
Microenterprise Growth	29,797	0	0	898,137	0	0	0	927,934
Youth Workforce Development	559,226	300,000	0	1,169,507	150,000	0	0	2,178,733
Adult Workforce Development	753,987	0	69,942	497,339	365,896	0	16,500	1,703,664
Other/Systems Wide	56,707	74,893	0	0	184,104	0	0	315,704
Neighborhood Team Staff	33,444	0	0	300,999	0	0	0	334,443
Indirect Transfers	60,801	0	0	138,395	0	184,000	0	383,196
<b>Total Expenditures</b>	<b>1,493,962</b>	<b>374,893</b>	<b>69,942</b>	<b>3,004,377</b>	<b>700,000</b>	<b>184,000</b>	<b>16,500</b>	<b>5,843,674</b>

Total Budget Amendment: \$525,509

**Subrecipient Contract No. 30000702  
Amendment No. 1**

**EXHIBIT C  
Invoice**

Contract #: 30000702

Invoice Period: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Organization:	Portland Development Commission	Total Grant Award:	\$5,843,674
Mailing Address:	222 NW Fifth Avenue Portland, OR 97204	Funding Award(s)/Amount:	CDBG: \$3,004,377 CDBG-R: \$700,000 NWAF: \$184,000 NWHF: \$16,500 GF OMF: \$1,868,855 GF PHB: \$69,942
Contact Name/Title:	George Cornett		
Phone/Fax:	503-823-3727	Grant Period:	July 1, 2009 – June 30, 2010

Total Amount Requested: \$ \_\_\_\_\_

Total Balance: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Phone No. and/or, Email: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*Please send invoice to:*                      *Antoinette Pietka  
Portland Housing Bureau  
421 S W 6<sup>th</sup>, Suite 500, Portland, OR 97204*

**Subrecipient Contract No. 30000702****Amendment No. 1****EXHIBIT E****ARRA Requirements****1. General Provisions**

The funding provided under this Agreement under ARRA shall be used exclusively by Subrecipient in a manner consistent with the purposes of ARRA, including, without limitation: (a) to preserve and create jobs and promote economic recovery; (b) to assist those most impacted by the recession; (c) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (d) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and (e) to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

**ARRA Compliance.** Subrecipient acknowledges that it is familiar with ARRA; the Notice of Program Requirements for Community Development Block Grant Program Funding Under the American Recovery and Reinvestment Act of 2009, 74 Fed. Reg. 21816 (May 11, 2009), available at [http://portal.hud.gov/portal/page/portal/RECOVERY/programs/CDBG\\_FORMULA\\_RESOURCES/cdbg-r-0504.pdf](http://portal.hud.gov/portal/page/portal/RECOVERY/programs/CDBG_FORMULA_RESOURCES/cdbg-r-0504.pdf) (as amended from time to time) (the "Notice"); Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq., as modified by the Notice); and the HUD Regulations at 24 C.F.R. Part 570 (as modified by the Notice). Subrecipient shall comply with all applicable requirements of ARRA relating to reporting; accountability, and transparency and such other requirements as may be subsequently amended by HUD, OMB or PHB. In the event of any variance between the terms and conditions of this Contract and the compliance requirements of ARRA and applicable federal administrative regulations promulgated thereunder, the terms and conditions of the federal requirements and ARRA provisions shall control.

Failure to proceed with work in an expedient matter in accordance with the intent of the ARRA will be considered a breach of Subrecipient's obligations under this Agreement and may result in the reallocation of ARRA funds. All ARRA funds not expended by September 20, 2012 will be recaptured by HUD.

**2. Specific Covenants Relating to ARRA**

**2.1 Reporting Requirements.** Subrecipient shall track and report ARRA funds separately under this Contract and cooperate with PHB with respect to the reporting requirements under ARRA. During the term of this Contract, no more than three (3) days following the end of each calendar quarter, or as otherwise requested by PHB from time to time, Subrecipient shall provide a report to PHB in electronic or written format containing the following information:

- vi. the total amount of ARRA funds received;
- vii. the amount of ARRA funds received that were expended or obligated to project activities;
- viii. an evaluation of the completion status of the project;
- ix. an estimate of the number of construction and non-construction jobs created and retained;
- x. and such other information as requested by PHB from time to time, in its reasonable discretion.

**2.2 Compliance with Investigations.** Subrecipient shall comply with any and all investigations by the Office of the Inspector General during the term of this Contract, including, without limitation, by providing prompt responses to requests for information and reasonable access to its facilities, records, and personnel. Without limiting or restricting the authority of an inspector general, Subrecipient shall permit an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to (a) examine any records of Subrecipient that pertain to,

and involve transactions relating to, this Contract; and (b) to interview any officer or employee of Subrecipient regarding such transactions.

**2.3 Central Contractor Registration.** Subrecipient's subgrantees shall register with the federal Central Contractor Registration ("CCR") ([www.ccr.gov](http://www.ccr.gov)) within a reasonable time period following execution of this Agreement, but in no event later than is necessary for Subrecipient to comply with applicable program and ARRA deadlines.

**2.4 One-Time Funding.** A portion of the funds supporting this Agreement have been provided through the ARRA and are subject to the reporting and operational requirements of ARRA. PHB makes no representations/guarantees about funding beyond the term of this Agreement as this Agreement is being funded with one time dollars from the ARRA. Subrecipient is responsible for record-keeping and reporting requirements under ARRA. Reports required by Federal agencies, PHB and the State of Oregon shall include, but are not limited to, performance indicators of program deliverables, jobs created or retained, information on costs and progress against timelines. Additionally, each grant subject to ARRA, including subcontractors and sub-grantees, is subject to audit by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of ARRA may result in the recapture of the balance of funds awarded, as more fully set forth herein.

**2.5 False Claims Act Reporting.** Subrecipient shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim as defined in the False Claims Act (31 U.S.C. §§ 3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, or similar misconduct involving any ARRA funds.

**2.6 Environmental Review.** Subrecipient shall take all reasonable actions to expedite the completion of, and comply with all rules and regulations pertaining to, the appropriate environmental reviews under the National Environmental Policy Act (43 U.S.C. 4321 *et seq.*) including, without limitation, providing prompt responses to requests for information and access to its facilities, property, records, and personnel.

**2.7 Davis-Bacon Act Compliance.** The Davis-Bacon and Related Acts (collectively "Davis-Bacon") require that laborers and mechanics employed directly on the site of ARRA-assisted construction, alteration or repair activities, receive no less than the locally prevailing wages and fringe benefits. Such workers must be paid unconditionally on not less than a weekly basis. Prevailing wages are computed by the U.S. Department of Labor and are issued in the form of a federal wage determination for each classification of work. All ARRA-funded construction, alteration or repair contracts totaling more than \$2,000 are subject to the Davis-Bacon requirements. Subrecipient must include the contract provisions in 29 CFR 5.5(a) in any such contracts entered under this Contract. Such provisions include, but are not limited to, the requirement of payment of minimum wages to all laborers and mechanics employed or working upon the site of the work, the right to withhold an amount from the contract as is necessary to pay laborers and mechanics the full wages due, and the proper maintenance and submission of payroll records. Subrecipient shall consult with the IHCD Compliance Monitor to determine the applicability of Davis-Bacon requirements to the project and for compliance assistance.

**2.8 Buy American Compliance.** Unless otherwise determined by the applicable federal department or agency administering the grant of funds hereunder, Subrecipient shall not use any of the funds awarded to it pursuant to this Agreement for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. 2 C.F.R. 170.60 *et seq.*

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**Subrecipient Contract No. 30000702**  
**Amendment No. 1**  
**EXHIBIT F**  
**ARRA Report Form**  
**See Attachment A**