

CFDA#: 14.218
CFDA#: 14.239

Developer/CHDO Contract
Contract No. 32000626
Housing Projects

This contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and Human Solutions Inc. (HSI) hereafter called "Developer/CHDO" or "Developer" or "CHDO" for the provision of Portland CDBG/HOME Project Support for affordable housing development.

1. Effective Date and Duration

This contract shall become effective on July 1, 2011 and terminate on June 30, 2012.

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 Developer/CHDO 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>Developer/CHDO</u>
Contract Manager: Karl Dinkelspiel	Contract Manager: Sarah Zahn
421 SW Sixth Ave., Suite 500	12350 SE Powell Blvd.
Portland, OR 97204	Portland, OR 97236
(503) 823-1354	(503) 548-0223
(503) 279-3976 (fax)	(503) 548-0292 (fax)
Karl.Dinkelspiel@portlandoregon.gov	SZahn@humansolutions.org
	EEO expiration date: 06/17/2013
	Business License No.: 440051

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$105,000 in City FY's 2011-12 (\$30,000 in CDBG and \$75,000 in the HOME). The compensation requirements are contained in Section IV.

5. Reporting

The Reporting requirements are contained in Section III. Final invoice and report are due July 11, 2012.

6. Funding

This Developer/CHDO contract is 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	Payment Invoice	1
Exhibit C	Quarterly Report Form	5

I. Scope of Services/Uses of Funds

The Developer/CHDO will undertake the following projects/activities in conformance with its July 1, 2011 - June 30, 2012 Portland CDBG/HOME Project Support proposal:

A. Briarwood East (CDBG funded)

Briarwood East is located at 3302 SE 122nd Ave. in Portland. With the CDBG funds awarded through this contract, the Developer will: oversee construction completion, operation stabilization, conversion of the loan to permanent status, compliance with income and rent restrictions, implementation of ten project-based Section 8 units and other work related to completing the project. Funds will be used for direct project delivery activities performed by the Developer's Housing Director and Housing Development Coordinator and associated administrative staff.

B. CHDO Operating Support (HOME funded)

As a result of having a HOME funded project, the Rockwood at 142 NE 181st St., the CHDO is eligible for CHDO Operating Support. CHDO funds are to be used for the general operating expenses of the CHDO which may include salaries, wages, benefits, and other employee compensation, employee education and training, employee travel, rent and utilities, equipment and supplies, taxes and insurance, and communication expenses related to operating the CHDO while the it is working on its HOME-funded project and working towards additional HOME-funded projects. CHDO operating support is not available for costs directly associated with the development of the Rockwood or any other development project. CHDO Operating Support may not be used to support activities needed to maintain operations of current properties staff.

II. Performance Measures

A. Developer/CHDO will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this contract:

1. Number of units in site-control, predevelopment, construction, and completed.

B. Developer/CHDO will track and report on achievement of the following accomplishments (outcomes) by program and in the aggregate during this period of this contract:

1. Number of low- and moderate-income households served in new housing development projects, by ethnicity and income levels as well as the number of female-headed households.

III. Periodic Reporting

- A. Developer/CHDO will submit program reports on a quarterly basis. Progress reports will be due within 15 days of the end of the quarterly reporting period and are due on the following dates: November 15, 2011, January 15, 2012, April 15, 2012, and July 9, 2012. Reports will be submitted using the Portland CDBG/HOME Project Support reporting format and will include the following information:
1. Demographic data regarding number of low and moderate income persons served, their ethnicity, and number of elderly and female-headed households served.
 2. Progress reports by individual activity of the work plan.
- B. Financial reports will be submitted within 30 days of the end of the reporting period using the invoice form attached as Exhibit B on the dates listed above and will include:
1. Program expenditures for the period by line item.
 2. Reports for all activities, regardless of funding source, shall be submitted to the Portland CDBG/HOME Project Support Program Manager at the Portland Housing Bureau (PHB).

IV. Compensation, Method of Payment and Audit Requirement

- A. All invoices shall be submitted to the project manager at PHB. The City shall reimburse the Developer/CHDO for actual or anticipated expenses in accordance with the Budget (Exhibit A). Funds will be disbursed to the Developer/CHDO 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 Developer/CHDO for expenses in accordance with the budget (Exhibit 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 Contract 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.

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- E. The payments made under this Contract shall be for 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 Contract shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000).

V. General Contract Provisions

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

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

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

- D. **CHANGES.** The City or Developer/CHDO 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 Developer/CHDO'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 Developer/CHDO agrees as follows:
- (a) The Developer/CHDO 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).
 - (b) The Developer/CHDO 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).
 - (c) The Developer/CHDO will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) The Developer/CHDO 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.
 - (e) Developer/CHDO 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 Developer/CHDO 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, if the funds will be used for housing containing 5 or more assisted units.

- F. SECTION 3: The Developer/CHDO 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 Developer/CHDO 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 Developer/CHDO for five years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Developer/CHDO shall maintain fiscal records on a current basis to support its billings to the City. The Developer/CHDO 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 five 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 Developer/CHDO 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 Developer/CHDO at any time during the five year period established by Section H above.
- If an audit discloses that payments to the Developer/CHDO were in excess of the amount to which the Developer/CHDO was entitled, then the Developer/CHDO shall repay the amount of the excess to the City.
- J. INDEMNIFICATION. The Developer/CHDO 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 Developer/CHDO's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE.

(a) The Developer/CHDO 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 Developer/CHDO 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 Contract. 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 Developer/CHDO shall provide a new policy with the same terms. The Developer/CHDO 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 Developer/CHDO.

(b) The Developer/CHDO 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 Contract by the City.

In lieu of filing the certificate of insurance required herein, the Developer/CHDO shall furnish a declaration that the Developer/CHDO 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 Developer/CHDO, its subcontractors, if any, and all employers working under this Contract 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 Contract and shall be incorporated herein and made a term and part of this Contract. The Developer/CHDO further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

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

(c) If the Developer/CHDO believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Developer/CHDO agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualifications as an Independent Developer/CHDO prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Developer/CHDO shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, the City may terminate the Contract immediately and the notice requirement contained in Section (A) TERMINATION FOR CAUSE, hereof shall not apply.

M. **SUBCONTRACTING AND ASSIGNMENT.** The Developer/CHDO shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Developer/CHDO shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Developer/CHDO as specified in this contract. Notwithstanding City approval of a subcontractor, the Developer/CHDO shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Developer/CHDO hereunder. The Developer/CHDO agrees that if sub-contractors are employed in the performance of this contract, the Developer/CHDO and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Developer/CHDO 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.

If Developer/CHDO provides CDBG or HOME funds to for-profit owners or Developer/CHDOs, non-profit owners or Developer/CHDOs, Developer/CHDOs,

homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Developer/CHDO must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT DEVELOPER/CHDO STATUS.** The Developer/CHDO is engaged as an independent Developer/CHDO and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. The Developer/CHDO 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.** Per 24 CFR 92.356 and/or 24 CFR 570.611, 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 directors member or employee of the Developer/CHDO, 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 City officer or employee who participated in the award of this contract shall be employed by the Developer/CHDO during the period of this contract.

The Developer/CHDO 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 agency, as it relates to the performance of employees engaged in the award and administration of contracts.

- P. **CONTRACT ADMINISTRATION.** The Developer/CHDO shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110.
- Q. **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 Developer/CHDO 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 Developer/CHDO shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Developer/CHDO shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Developer/CHDO shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Developer/CHDO shall carry out its activities in compliance with 24 CFR 576.
- In the event that the Developer/CHDO provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Developer/CHDO agrees it has certified with the City's Equal Employment Opportunity certification process.
- T. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau 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 Developer/CHDO 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. The Developer/CHDO 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 Developer/CHDO shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- W. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. **INTEGRATION.** This Contract contains the entire agreement between the City and the Developer/CHDO and supersedes all prior written or oral discussions or agreements.
- Y. **FLOOD DISASTER PROTECTION.** The Developer/CHDO 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 Developer/CHDO 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, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 451-4856, and 24 CFR Part 35, and in particular Sub-Parts A, B, J, K, M and R 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. LABOR STANDARDS. The Developer/CHDO agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Developer/CHDO shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Developer/CHDO agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) 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 Developer/CHDO of its obligation, if any, to require payment of the higher wage. The Developer/CHDO 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 \$100,000.

- BB. 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.

- CC. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- DD. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Developer/CHDO, 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 Developer/CHDO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Developer/CHDO 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.

- EE. CHURCH-STATE. The Developer/CHDO agrees to comply with the applicable provisions of 24 CFR 92.257 regarding the use of federal funds by religious organizations.
- FF. LOCATION POLICY AND SITING. All housing developed under this Contract 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 Developer/CHDO agrees to contact the City's Siting Coordinator at the Portland Housing Bureau to determine Location Policy compliance requirements for each specific project.

The Developer/CHDO 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. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Developer/CHDO 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. DRUG-FREE WORKPLACE. The Developer/CHDO will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- II. CONSULTANT SERVICES. No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provision of any applicable statute. Such services shall be evidenced by written agreements between parties which detail the responsibilities, standards and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule (24 CFR 92.358).
- JJ. DISBURSEMENT OF FUNDS. The Developer/CHDO may not request disbursement of HOME funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before Developer/CHDO requests funds from the CITY.
- KK. REVERSION OF ASSETS. Upon expiration of the contract, the Developer/CHDO must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds [92.504(c)(2)(vii)].
- LL. ENVIRONMENTAL REVIEW. Developer/CHDO 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.
- MM. CONTRACT ADMINISTRATION. If Developer/CHDO 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).
- NN. 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 Developer/CHDO during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and Developer/CHDOs are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.

- OO. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and Developer/CHDOs must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and Developers 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.

- PP. Periods of Affordability. The HOME-assisted housing (Homeownership Unit) must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after the transfer of the property to the HOME-assisted buyer. The homeowner must occupy the principal residence throughout the HOME period of affordability.

Homeownership HOME amount per-unit	Minimum Period of Affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

Occupying. Occupying means the real property receiving HOME/ADDI/CDBG is the principle residence, the place the homeowner intends to return to whenever homeowner goes way. It is address on the homeowner’s driver’s license or voter registration card. Homeowner may have only one principal residence at a time.

- QQ. The Federal Funding Accountability and Transparency Act (FFATA) requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:
<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

EXHIBIT A

**Human Solutions, Inc.
Portland CDBG/HOME Project Support Fund**

Contract Budget

FY 2011-12 BUDGET	
Briarwood East: oversee construction completion, operation stabilization, conversion of the loan the permanent status, compliance with income and rent restrictions, implementation of ten project-based Section 8 units that will and other work related to completing the project. (CDBG)	\$30,000
CHDO Operating Support: for general operating expenses while undertaking a HOME funded project. (HOME)	\$75,000
TOTAL	\$105,000

EXHIBIT B
Portland CDBG/HOME Project Support Fund

Payment Invoice

Contract #: 32000626 **Invoice Period:** _____

Organization: Human Solutions, Inc.	Total Grant Award: \$105,000
Mailing Address: 12350 SE Powell Blvd. Portland, OR 97236	Funding Award(s)/Amount: \$30,000 CDBG \$75,000 HOME
Contact Name/Title: Sarah Zahn	
Phone/Fax: (503) 548-0223	Grant Period: July 1, 2011 – June 30, 2012

Cost	Budget	Expenses YTD before this invoice	Expense this period	Expenses YTD including this invoice	Balance from Budget
Briarwood East – CDBG	\$30,000				
HOME CHDO operating expenses	\$75,000				
Total					

**NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature*

Total Amount Requested: _____

Prepared By: _____

Phone No., Email and Date: _____

Approved By: _____

Please send invoice to: *Karl Dinkelspiel*
Portland Housing Bureau
421 S W 6th, Suite 500
Portland, OR 97204
karl.dinkelspiel@portlandoregon.gov

EXHIBIT C



**PORTLAND CDBG/HOME
PROJECT SUPPORT PROGRAM**

Quarterly Progress Report

Human Solutions, Inc.

Funding Cycle:
July 1, 2011 – June 30, 2012

Reporting Instructions

Pursuant to the Portland CDBG/HOME Project Support Program Grant Agreements, grantees are required to submit four quarterly Progress Reports throughout the term of the grant year.

Please include a copy of your organization's financial statements for the applicable quarter.

Reporting Schedule:

Report 1: Covering the period between July 1, 2011 to September 30, 2011 is due to PHB on or before November 15, 2011.

Report 2: Covering the period between October 1, 2011 to December 31, 2011 is due to PHB on or before January 15, 2012.

Report 3: Covering the period between January 1, 2012 to March 30, 2012 is due to PHB on or before April 15, 2012.

Report 4: Covering the period between April 1, 2012 to June 30, 2012 is due to PHB on or before July 9, 2012.

Note: The City may withhold disbursement of grant funds for those organizations not current on their reports

Please submit your Progress Report electronically to:

City of Portland, Portland Housing Bureau
karl.dinkelspiel@portlandoregon.gov

Section 1: Project Information

Project Name: NSP Program

Resident Population: _____ Lead Staff: _____

Proposed Start Date: _____ Proposed Complete Date: _____

Section 2: Benchmarks: For each reporting period, fill in the appropriate status for each benchmark or task. Use "IP" if the task is currently "in progress", "started," "complete," "stalled," or "cancelled." You may leave the status line blank if the anticipated start date is still in the future.

Benchmarks	Current Quarter

Section 3: Narrative: Report on your current activities toward completing this project. Also explain any changes to the project information or expected timeline.

Current Quarter

Production Tracker Spreadsheet – 2011-124
Housing Development Project

184984

Add Your Organization Name Here															
Addresses of Units	Development Stage						Project Profile				Project Progress			Cost	
	Indicate Only One (Y=Yes)						# of Total Projected Units	# of Units by % AMI				# of Units Under Construction	# of Units Completed (with CO)	# of Affordable Units Completed (with CO)	Total Cost of Development
	Conception	Pre-Development Financing CLOSED	Construction Financing CLOSED	Permanent Financing CLOSED	Project Completed (100% units with CO)	Fall-through (project stopped)		0-30%	31-50%	51-80%	81%+				
New Construction															
Homeownership															
1)															
2)															
3)															
Rental															
1)															
2)															
3)															
Rehab of existing units: > \$10,000 in rehab costs/unit															
Homeownership															
1)															
2)															
3)															
Rental															
1)															
2)															
3)															

184984

Rehab of existing units: < \$10,000 in rehab costs/unit															
Homeownership															
1)															
2)															
3)															
Rental															
1)															
2)															
3)															
Homeownership Counseling															
Number of Households Receiving Counseling															
Number of Households Purchasing Homes After Counseling															