

EXHIBIT A
SAMPLE:
DO NOT EXECUTE

CFDA 14.218

Subrecipient Contract
 Contract No. 32000672
 Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City," and Proud Ground (PG), hereafter called Subrecipient, to provide home buyer financial assistance to low income participants in the form of down payment and closing cost assistance, or subsidy of the land in order to provide permanently affordable housing.

1. Effective Date and Duration

This contract shall become effective on July 1, 2011. This contract shall terminate on June 30, 2013.

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.

PHB	Subrecipient
Contract Manager: Phil Willis-Conger	Contract Manager: Jesse Beason
421 SW Sixth Ave., Suite 500	5288 N Interstate
Portland, OR 97204	Portland, OR 97217
(503) 823-3486	(503) 493-0293 ext.16
(503) 823-2387 (fax)	(503) 493-7333 (fax)
Phil.Willis-Conger@portlandoregon.gov	jesse@proudground.org
	EEO: 1/12/2014
	Business License No.: 440417

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$468,000 in Neighborhood Stabilization Program One (NSP1) funds. The compensation requirements are contained in Section IV. The **final invoice** is due **July 9, 2013**.

5. Reporting

The Reporting requirements are contained in Section III. The **final report is due Friday, July 12, 2013.**

6. Funding

This Subrecipient contract may be paid fully or in part with federal funding.

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	Budget	1
Exhibit B	Request for Payment Form	1
Exhibit C	Quarterly Project Report Form	2
Exhibit D	Homebuyer Financial Assistance Report Form	2
Exhibit E	OHCS NSP DRGR System Form	3

I. Scope of Activities

The Subrecipient will undertake activities as described below for the duration of the Contract.

The NSP funds expended in this project meet the *CDBG National Objective* by benefiting Low and Moderate-Income households (24 CFR 570.208 (a)(2)(B) and (C)) through Limited Clientele Activities, and they are eligible in the NSP as Activity A: financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties (as published in the October 6, 2008 Federal Register, Volume 73, No.194, page 58338.)

A. Outreach:

Employ strategic, culturally-specific outreach methods using a combination of traditional grassroots outreach efforts (homeownership information sessions, housing fairs, etc.) and marketing tools and community relations strategies (employer relations, professional networking organizations, etc.) to achieve success in reaching historically underserved populations, including:

- Staff information tables at housing fairs; and
- Conduct Homeownership Information Sessions (formerly called homeownership orientation classes)
 - Dedicate sessions to Proud Ground partners such as churches, employers and schools, and
 - Conduct Homeownership Information Sessions in languages other than English.

In all publicity for city-funded projects, include information that the funding comes from the Portland Housing Bureau.

B. Home Buyer Financial Assistance

- a. Employ culturally-specific strategies and methods, including interpretive services, to conduct homebuyer education & counseling sessions.
- b. Document the income eligibility of all clients receiving direct financial assistance by obtaining sufficient documentation per CDBG guidelines (24 CFR 570.3 Income (1)(i) and 24 CFR 5.609), including copies of pay stubs, 1040's, social security and pension benefits, and profit and loss statements for the self-employed.
- c. Create and preserve permanently affordable homeownership units for low income households.
- d. Leverage NSP1 funds to obtain \$90,000 in Federal Self-Help Homeownership Program (SHOP) funds to increase housing affordability.
- e. Partner with NAYA Family Center to identify three households to receive the Buyer-Initiated Grants.
- f. Market to Proud Ground's wait list and the larger income-qualified population using outreach methods explained above to identify three households to receive Buyer-Initiated Grants.
- g. Ensure compliance with all applicable federal, state, and City NSP1 statutes, regulations, and policies, including:
 - the properties are located within the state designated NSP1 target area;
 - the properties are vacant, **and** "abandoned" or "foreclosed" according to the NSP1 HUD definition (published in the April 9, 2010 Federal Register, Volume 75, No.68, page 18230);
 - the property owners are informed in writing of the fair market value of the property; and that Proud Ground will not acquire the properties if negotiations fail to result in an amicable agreement (see 49 CFR 24.101(b)(1) & (b)(2));
 - legal documents are recorded guaranteeing the properties remain affordable for the minimum number of years required by NSP1 regulations (24 CFR 92.254);
 - final purchase offers are made contingent on the successful completion of an environmental review, and flood insurance is purchased if the properties are located within the Special Flood Hazard Area;
 - the purchase price is at least 1% less than the qualified appraised value of the properties (land, home, and all improvements) determined within 60 days of the final purchase offer; [a qualified appraisal complies with 49 CFR 24.2(a)(3) and 49 CFR 24.103(a)(2) (i thru v)];
 - the homebuyers receive notification of Lead Paint Hazard if the homes were built before 1978, and that notification is documented in Proud Ground's homebuyer files;

- no more than 50% of the down payment required by the first mortgage lender comes from NSP funds;
 - all homebuyers have an income of 80% or less of the median family income (MFI);
 - the homebuyers complete a home buyer education course of at least 8 hours from a HUD-approved housing counseling organization;
 - the homebuyers utilize the property as their primary residence.
- h. Maintain all records for the program, including project guidelines and performance, and client income eligibility and demographic information for each client served, for a minimum of five years after termination of the contract. Upon request, make all records regarding the project, as well as general organizational and administrative information, available to HUD and the City contract manager, or other designated persons.

II. Performance Measures

A. Outputs:

- a. Deploy NSP1 & SHOP funds through Proud Ground's Buyer-Initiated Program, placing six Buyer-Initiated Grants with homebuyers.

B. Outcomes:

- a. Six first-time homebuyers purchase their first home within the NSP1 target area, with at least half earning 65% AMI or below and at least half identifying as households of color.
- b. Six permanently affordable homeownership units are created, renovated and preserved for low/moderate income households.

III. Required Reporting

- A. Quarterly and Final Project Reports – The Subrecipient will prepare quarterly reports summarizing the program outputs and outcomes achieved to date using the form provided in this contract. Quarterly reports are due 30 days after the end of the quarter except for the final quarter. (Reports are due July 31, 2012, October 31, 2012, January 31, 2013, April 30, 2013 and **July 13th, 2013.**) (See Exhibit C for reporting forms). Other reports, within reason, may be requested as necessary by the City contract manager.
- B. Homebuyer Financial Assistance Reports – The Subrecipient will submit this completed form for each home buyer assisted with Down Payment and Closing Cost Assistance, along with all required accompanying documents. (See Exhibit D for the reporting form.)
- C. OHCS DRGR System Form – The Subrecipient will submit this completed Oregon Housing and Community Services form for each home buyer assisted along with all required accompanying documents. (See Exhibit E for reporting form.)

- D. Client Data Tracking - Subrecipient will enter information on all client services and demographic information for all participant households in the on-line database system ServicePoint, due at the same time as the quarterly reports. PHB will provide, free of charge, access, training and support for use of ServicePoint. Payment for invoices may be withheld until this information is entered into Service Point if it is not available by the time Quarterly Project Reports are due.

The subrecipient must capture and report to PHB the following data for each client served:

- Residence upon entry into program
- Zip Code
- Date of Birth
- Housing Status (Literally Homeless, Unstably Housed, Imminently losing housing, Stably Housed)
- age,
- gender,
- race,
- ethnicity,
- income,
- percentage of MFI,
- assistance provided,
- number and ages of household beneficiaries,
- whether the person is
 - disabled,
 - a female head of household
 - over 65 yrs of age
 - a limited English language speaker
 - US military veteran

IV. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for actual expenditures in accordance with the Budget (Exhibit A), upon submission of an itemized billing statement (Exhibit B) that includes back-up documentation.
- B. Invoices will be processed by the City for immediate payment.
- C. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- D. Any changes to the approved budget must be authorized in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. Total compensation under this Contract shall not exceed FOUR HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$468,000).

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, 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 may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient 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 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.** In accordance with 24 CFR 85.44, 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.
- C. **ENFORCEMENT AND 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. 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 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:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) 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.
 - (e) 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. SECTION 3: The Subrecipient 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 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 four years after the City makes final payments and all other pending matters are closed.
- H. 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 four 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 Subrecipient 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 Subrecipient at any time during the four-year 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 City.

- J. 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.
- K. 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 Contract 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.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Subrecipient, its subcontracts, 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 Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, 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 Contractor 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 Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, 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 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 subcontractors 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.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor 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.

- 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 Subrecipient, 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 Subrecipient during the period of this contract.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must 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).
- 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 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.

- 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. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. 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.

- T. **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. For Community Development Block Grant-funded projects, the Subrecipient 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, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

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.

- U. **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.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

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

- W. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 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.

- X. PROGRAM ACCESS BY THE DISABLED. The Subrecipient 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.
- Y. 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.
- Z. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Subrecipient 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 Subrecipient 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 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 \$100,000.

- BB. 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.

- CC. LEAD-BASED PAINT. The Subrecipient 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 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. 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. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. 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.

- GG. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

- HH. 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.
- II. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. 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.
- KK. 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.
- LL. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and County must comply with the requirements of Executive Orders 11625, 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.
- MM. 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>

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.

PROUD GROUND

CITY OF PORTLAND

Jesse Beason
Executive Director
Proud Ground

Date

Traci Manning
Director
Portland Housing Bureau

Date

**SAMPLE
DO NOT EXECUTE**

APPROVED AS TO FORM:

James Van Dyke,
City Attorney

Date

LaVonne Griffin-Valade
City Auditor

Date

EXHIBIT A
PROUD GROUND NSP1 Phase II
2012-13 Contract Budget

Budget Category	FY 11/12 NSP Funds	Total Program Budget
Homebuyer Assistance (including funds for any rehab approved)	\$420,000	\$510,000
Transaction fee for project management, homebuyer counseling & education, and legal costs	\$48,000	\$48,000
TOTAL BUDGET	\$468,000	\$558,000

OTHER FUNDING SOURCES

Fund Source	Status of Funding (Received, Committed, or Pending)	Amount
SHOP	Committed	\$90,000
TOTAL PROGRAM REVENUE		\$90,000

**EXHIBIT B
Request for Payment**

185237

TO: City of Portland/PHB
 Attn: Phil Willis-Conger
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request for Payment #: _____ Contract #: 32000XXX
 Billing Period: _____ Contract Period: 03/01/2012 – 06/30/2013

NSP

Budget Category	Contract Budget	Amount this Invoice	Billed Year to Date	Balance
Home Buyer Financial Assistance NSP				
TOTAL				

Certification: I certify that to the best of my knowledge and belief this invoice is correct and complete, that all of the expenses are for the purpose set forth in the award document, and that I understand that these expenses are subject to future audit.

Preparer's Signature: _____ Date submitted: _____
Print Name and Title here

Phone: _____ Email: _____

Authorizing Signature: _____ Date: _____
Print Name and Title here

NOTE: For billing purposes this form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

EXHIBIT C
Quarterly and Final Project Report

185237

Subrecipient Name:	Proud Ground
Contract Number:	32000XXX
Prepared by:	
Date Submitted:	
Program Title:	NSP1 Homebuyer Initiated Phase II: Financial Assistance
Reporting Period: (check one)	<input type="checkbox"/> 4 th Quarter 2011-12: March 15, 2012 to June 30, 2012 <input type="checkbox"/> 1 st Quarter: July 1, 2012 to September 30, 2012 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2012 <input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2013 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2013

I. Progress towards outputs and outcomes

OUTPUTS	4 th Quarter	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Contract to Date)	Contract Goal
OUTCOMES							

* Attach summary of individuals served (the ACDC ServicePoint Report).

As a part of this report provide a *brief* written response to the following questions:

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

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Additional Questions for the Final Report Only

5. GAPS: Are the clients served experiencing problems because of limitations of the program, or because of a lack of other services?
6. TRENDS: Describe trends in the work and the clients served.
7. SUGGESTED CHANGES: What changes would you recommend for the program and/or the contract?

Reports are due according to the schedule listed in Section III (B) Required Reporting. Return to Phil Willis-Conger via email: Phil.Willis-Conger@portlandoregon.gov.

EXHIBIT D

Homebuyer Financial Assistance Report Form
(Fill out one for each homebuyer assisted)

Date: _____ Contract # _____ Contractor: _____

Name of Home Buyer: _____

Property Information:

1. Property Address: _____
City: _____ State: _____ Zip: _____

- 2. New Construction?
[] Yes Attached Certificate of Occupancy?
[] No If No, in what year was the property built? _____
[] If built before 1978, attached HQS/Lead Inspection documentation?

3. Number of Bedrooms _____ 4. Property Costs: \$ _____
Closing Costs: \$ _____
*Total Purchase Price: \$ _____

- 5. Subsidy Information
[] Attached loan documents
[] Attached program agreements

NSP FUNDS:

Amortized Loan \$ _____
Grant \$ _____
Deferred Payment Loan \$ _____
Other \$ _____

Other FUNDS

Other Federal Funds \$ _____ Name of Funds _____
State/Local Funds \$ _____
Tax-Exempt Bond Proceeds \$ _____
Buyer Cash Contributions \$ _____
Private Grants \$ _____
Private Loans (including 1st mortgage) \$ _____

*Total (must be equal to the total purchase price in #4 above) \$ _____

Homebuyer Beneficiary Information:

- 1. Names and birthdates of all adults in the household:

Table with 4 columns: #, Last Name, First Name, Birthdates. Rows 1, 2, 3.

2. Household Type:
- | | |
|---|--|
| <input type="checkbox"/> Single Adult | <input type="checkbox"/> Single Female with Children |
| <input type="checkbox"/> Two Parent Family | <input type="checkbox"/> Two Adults without Children |
| <input type="checkbox"/> Disabled/Special Needs | <input type="checkbox"/> Elderly head of household (over 65) |
| <input type="checkbox"/> Other _____ | |

3. Number of persons in the Household: _____

4. Annual Household Income: \$ _____
- Attached Income Calculation
 - Attached Proof of Income

5. MFI: _____ (Must be below 80% MFI)

6. Did the household move from public housing?
- Yes
 - No

7. Head of Household Data (the person who brings in the most income):

Racial & Ethnic Demographics	Non Hispanic	Hispanic	Total
White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other			
Total			

8. Homebuyer Counseling:
- No Counseling
 - Pre Counseling
 - Post Counseling

9. First Time Homebuyer?
- Yes
 - No

10. Number of children in the household: _____

11. Children's age:

	Age of Child
#1	
#2	
Etc.	

EXHIBIT E: OHCS NSP DRGR SYSTEM FORM – Complete One for Each Property (Instructions on pg 2)

Section A: Project Name & Address

Project Name	
Street Address	
City	
Zip Code	
County	

Section B: Unit Characteristics, Budget, Sources & Uses of Funds, Income Verification

Unit Type (Circle one)	Single Family	Multi-Family (# of units)
Number of Units (Circle # under appropriated type)	1 2	3 4 5 6 7 8
Existing Unit or New Construction (Circle One)	Existing	New Construction
Homeownership or Rental		
Amount of NSP funds		
Amount of Other Funds		
Total Funds Expended to Date (NSP + All Other Funds)		

Please Attach the Following Documentation:

- Attach a Sources and Uses Funds Summary
- Income Certification by one of the following HUD approved methodologies
 - 24 CFR Part 5
 - Census Long Form
 - I.R.S. Form 1040
- Any agreements, covenants, leases or any document that restricts the use of the unit to the appropriate income category, either 50% below AMI or up to 120% AMI.

Section C: Disposition & Program Income – Please Attach the Following Documentation

- Final HUD-1 showing to whom property was sold and the amount of program income (e.g. net proceeds)
- Documentation showing any program income retained for Admin
- Documentation showing any program income earned from sources other than sale of property

Section D: Household Characteristics & Demographics

Household Characteristics	Yes	No
Owner-Occupied		
Renter-Occupied		
Number Persons In Household		
Household Income below 50% AMI		
Household Income between 50% -120% AMI		
Female Headed Household		
Ethnicity		
Hispanic / Latino		
Race (Check only those that apply)		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		

Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian and White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other Multi-Racial		
Unknown		

Instructions for completing DATA ENTRY FOR DRGR SYSTEM

Purpose of this FORM:

- 1) A property does not meet the NSP National Objective for meeting the either household income threshold (e.g. either LH – Low Income or LMMI – Middle Income) until it is legally occupied by an income eligible person(s). At the point of sale & occupancy of the property, all Subrecipients and Subgrantees must report the data requested on this form.
- 2) All Program Income must be reported since Program Income must be expended before any balance of NSP funds is expended.
- 3) Data requested on this form is the same data that is entered in the Disaster Recovery and Grant Reporting (DRGR) system. No personally identifiable information such as the homeowner's name(s) will be entered into DRGR. However, the address of the property will be entered into DRGR. DRGR is proprietary and its use is limited to authorized users only.

Complete this form for each property that has been sold to or leased by an income eligible household.

Conditions where this form must be completed and submitted OHCS include but are not limited to:

- a) The property has been sold to a borrower under NSP Activity A – Financing Mechanisms
- b) Property has been purchased, rehabilitated by a Non-Profit developer or Housing Authority who is an OHCS Subgrantee under Activity B – Purchase / Rehabilitation and sold to homeowner.
- c) Subrecipient (e.g. Entitlement City administering NSP Funds) has provided funding to a non-profit developer to conduct Activity B – Purchase/Rehabilitation and the non-profit has either sold or leased the property to an eligible buyer or renter.
- d) Land has been purchased for redevelopment (e.g. typical for Habitat & Land Trusts) and new construction and the units are occupied by eligible buyers or renters.
- e) New construction on land held under Activity C – Land Banking has been sold to or leased by income eligible buyers or renters.

Section A: Property Name & Location

Complete all five lines. If project does not have a name, leave this line blank and OHCS will enter the OHCS file number.

Section B: Unit Characteristics & Budget

- Most transactions involve single family units. If the subject property is a duplex, circle "2" under Single Family. Properties with 3 or more units should be considered multi-family.
- Under amount of other funds please attach a **Sources and Uses of Funds** summary or a list identifying all sources of funds and their respective amounts. This will help OHCS identify private sector leverage. For most Activity B projects the source of funds is typically 100% NSP however, there are other scenarios where some percentage of the funding can come from other governmental sources, local programs, donations or NSP program income. Be specific and attach any supporting documentation you feel will be helpful in tracking the flow of funds.
- **ATTACH your income verification form.** Any personally identifiable information will kept in a locked filing cabinet at OHCS.

Section C: Disposition & Program Income

If the property is sold please attach a Final HUD-1 or any other documentation to show the property has been sold and is an

NSP assisted property. Report the amount of Program Income based on the net proceeds that flow back into your internal NSP fund or ledger account. Report the amount of Admin retained, if any.

Section D: Household Characteristics & Demographics

This section is self-explanatory however, the Demographic component can be confusing therefore, check all that apply.

Further, it is critical to record the Household Income Threshold so OHCS staff can document whether the project has met the primary National Objective of serving persons under the applicable household income.

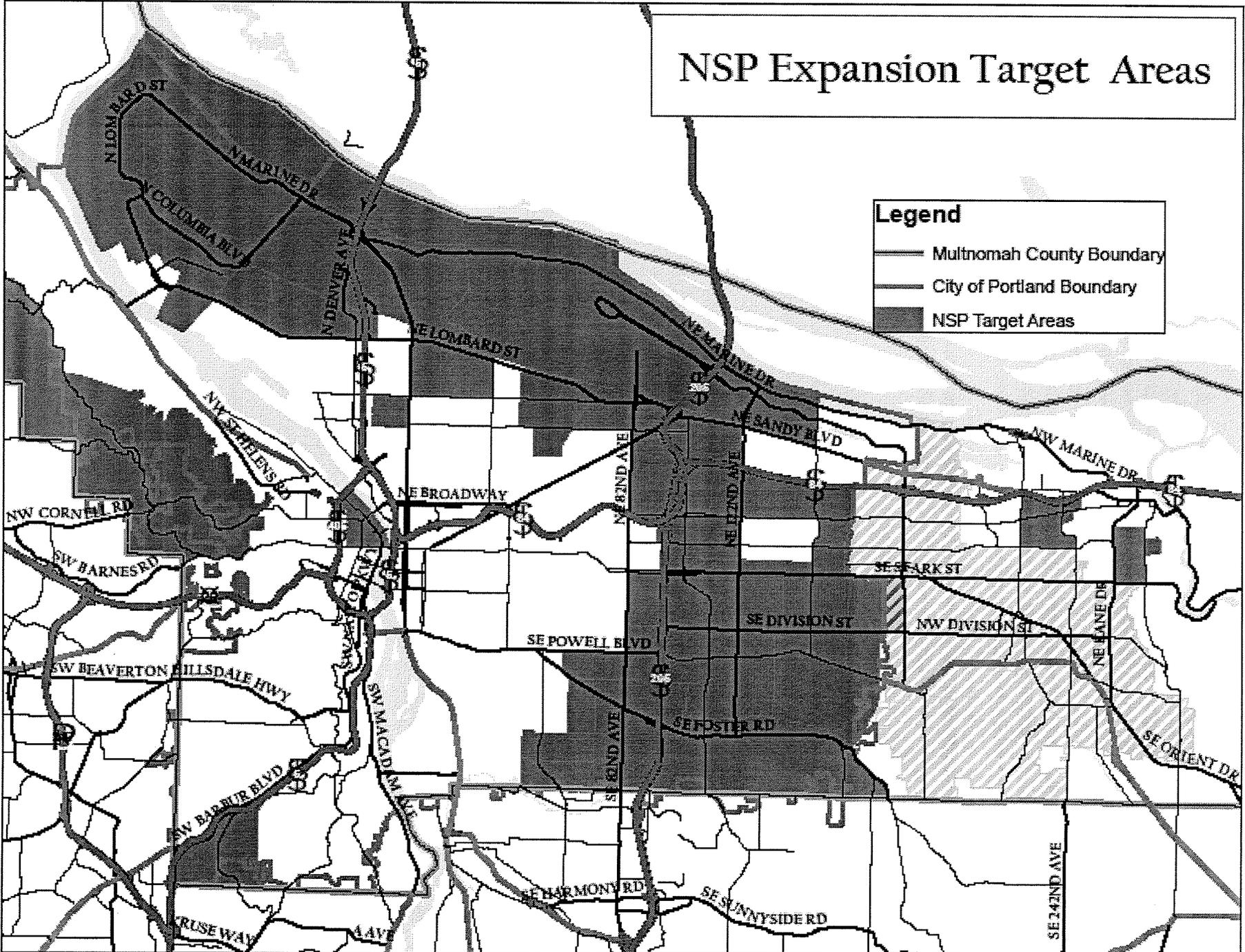
Submit the Completed Form by either:

U.S. Mail to: Cheryl Resendez
Oregon Housing & Community Services
725 Summer Street – Suite B
Salem, OR 97301

Or Email: Cheryl.resendez@state.or.us

**SAMPLE
DO NOT EXECUTE**

NSP Expansion Target Areas



185237