

Portland, Oregon

FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Dawn Martin	2. Telephone No. 503-823-2378	3. Bureau/Office/Dept. Portland Housing Bureau
4a. To be filed (date): May 15, 2013	4b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/>	5. Date Submitted to Commissioner's office and FPD Budget Analyst: April 27, 2013
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed

1) Legislation Title:

* Amend subrecipient contract with JOIN to add \$30,000 for the revised total contract amount not to exceed \$1,344,757 for placing chronically homeless veterans into housing (Ordinance; amend Contract No. 32000781).

2) Purpose of the Proposed Legislation:

To provide funding for JOIN to assist primarily chronically homeless veterans with flexible client funds so they may be placed in permanent housing. This will allow our community to utilize 305 VASH vouchers.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- | | | | |
|--|------------------------------------|------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> City-wide/Regional | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East |
| <input type="checkbox"/> Central City | | | |
| <input type="checkbox"/> Internal City Government Services | | | |

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

No.

5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense? (Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the **level of confidence**.)

This will use \$30,000 in current fiscal year General Funds. There will be no costs in future fiscal years. There is no local contribution or match required.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*

No.

- **Will positions be created or eliminated in future years as a result of this legislation?**

No.

(Complete the following section only if an amendment to the budget is proposed.)

7) Change in Appropriations *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)*

There is no change in appropriation.

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

PUBLIC INVOLVEMENT

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

- ☒ **YES:** Please proceed to Question #9.
☐ **NO:** Please, explain why below; and proceed to Question #10.

9) If "YES," please answer the following questions:

- a) What impacts are anticipated in the community from this proposed Council item?**

As part of the 2011-2016 Consolidated Plan and 2012-2013 Action Plan, the City allocated \$10 million in federal housing and community development funds to its community partners to implement strategies to preserve and develop affordable housing; provide housing access and stabilization services to people experiencing homelessness and others facing barriers to housing; provide homeownership education and counseling programs to low- and moderate-income households,

including foreclosure prevention; address housing health and safety concerns; and expand access to economic opportunity for low-income people.

b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?

As required by federal regulations, a Citizen Participation Plan (CPP) describing the overall framework for public involvement was developed and adopted with the 2011-2016 Consolidated Plan.

A series of hearing and public meetings were held regarding the development of the Plan, in all areas of the city to ensure access to a broad range of community members. Translation services were provided when requested. All hearings locations were accessible to persons with disabilities. All documents were posted on the Portland Housing Bureau website.

As part of the Plan, the Portland Housing Advisory Commission (PHAC), the bureau's advisory body, reviewed the Plan and its recommendations. The Federal Funding Oversight Committee, a representative body of the three jurisdictions (Portland, Gresham, and Multnomah County) also reviewed the Plan.

c) How did public involvement shape the outcome of this Council item?

In the Consolidated Plan process, public involvement affected the City's understanding of community needs to prevent and end homelessness. For this particular initiative, it emphasized: the continued shortage of permanent supportive housing and other affordable housing; the impact of the economic recession on very low-income households; demand for rent assistance; and the need to promote greater systems alignment of housing and services.

These needs, in turn, influenced the set of goals in PHB's 2011-13 Strategic Plan and budget decisions. Investment in preventing and ending homelessness efforts is reflected in two of the Strategic Plan's four investment priorities. PHB's Strategic Plan, an outcomes-driven framework guiding Portland's housing investments, synthesizes available data on trends, needs and program outcomes, as well as community input gathered from focus groups, surveys and the strategic plan community forum.

d) Who designed and implemented the public involvement related to this Council item?

The public involvement process used in the contracting of funds for Housing Access & Stabilization and Ending Homelessness Initiative programs is contained in the Citizen Participation Plan (CPP), within the 2011-2016 Consolidated Plan. The CPP was adopted by the former Housing and Community Development Commission, and reviewed by the new Portland Housing Advisory Commission. Implementation of the CPP is managed by public involvement staff of the Portland Housing Bureau.

- e) **Primary contact for more information on this public involvement process (name, title, phone, email):**

Jaymee Cuti, Public Information Officer, 503.823.3239
jaymee.cuti@portlandoregon.gov

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.

No additional public involvement is anticipated for this specific project/Council item.


Traci Manning, Director

APPROPRIATION UNIT HEAD (Typed name and signature)

Date

AMENDMENT NO. 1

186027

Subrecipient Contract No. 32000781

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and JOIN (Subrecipient) is hereby amended as follows:

1. The amount of compensation is increased by \$76,875. Delete item #4 (Compensation) on page 1 in its entirety and replace with:

4. Compensation

The amount of compensation shall not exceed \$1,314,757 in City general funds. The compensation requirements are contained in Section V.

2. Delete Section I.C in its entirety and replace with:
 - C. Dedicate 4.5 FTE Retention Workers (0.5 FTE funded outside this contract) and 1.0 FTE supportive housing specialist to provide ongoing engagement and service support to JOIN households, including those housed in previous contract years, in order to promote long-term housing stability.
3. Delete Section IV.G in its entirety and replace with:
 - G. Total compensation under this Contract shall not exceed ONE MILLION, THREE- HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED AND FIFTY-SEVEN DOLLARS (\$1,314,757).
4. Delete Exhibit A in its entirety and replace with Exhibit A attached to this Amendment.
5. All other terms and condition of Contract No. 32000781 shall remain the same.

JOIN

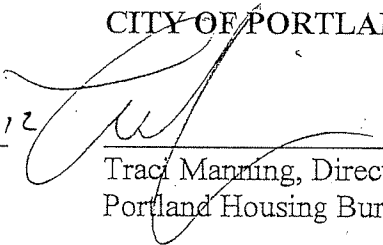
CITY OF PORTLAND



Marc Jolin
Executive Director

Oct 23, 2012

Date

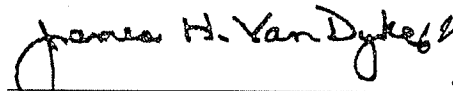


Traci Manning, Director
Portland Housing Bureau

10/26/12

Date

APPROVED AS TO FORM:



James H. Van Dyke
CITY ATTORNEY
City Attorney

10/31/12

Date

180981

186027

EXHIBIT A
JOIN – FY 2012-13 (Amendment #1)
REQUEST FOR PAYMENT

TO: City of Portland, PHB
Attn: Ryan Deibert
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000781
Billing Period: _____

GF

Budget Category	Contracted Budget	Amended Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	\$625,175	\$639,460			
Operating Expenses	\$159,800	\$159,800			
Client Services	\$309,747	\$372,337			
Administrative Costs	\$143,160	\$143,160			
SUBTOTAL*	\$1,237,882	\$1,314,757			

Please attach detailed information as specified in the contract, or as requested by Contract Manager.

Total Amount Requested: _____ Total Balance: _____

JOIN/Prepared By: _____ Phone No.: _____

JOIN/Approved By: _____ Email: _____
Signature Date

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

Subrecipient Contract
Contract No. 32000781
Ending Homelessness Initiative

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and JOIN, hereafter called "Subrecipient" for the provision of outreach, housing placement and retention services to people who are experiencing homelessness, including chronically homeless people.

1. Effective Date and Duration

This contract shall become effective on July 1, 2012, and 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, and to approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Ryan Deibert	Contract Manager: Marc Jolin
421 SW Sixth Ave., Suite 500	1435 NE 81st Avenue, Suite 100
Portland, OR 97204	Portland, OR 97213
(503) 823-2368	(503) 232-7052 x109
(503) 823-2387 (fax)	(503) 232-4640 (fax)
ryan.deibert@portlandoregon.gov	mjolin@joinpdx.com
	EEO expiration date: 06/19/2014
	Business License No.: 440393

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$1,237,882 in City general funds. The compensation requirements are contained in Section V.

5. Reporting

The Reporting requirements are contained in Section IV. Year end final invoices and reports are due **July 9, 2013**.

6. 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	Request for Payment	1
Exhibit B	Guiding Principles of Equity and Social Justice	1
Exhibit C	Participant Demographics Report	3

I. Scope of Services

The Subrecipient will provide the following services:

- A. Dedicate 6 FTE Outreach Workers to engage homeless and chronically homeless people (individuals, couples, female headed households, and families), out on the street who are sleeping outside, in a vehicle, or in a building or structure not appropriate for human habitation, with the intent of rapid housing placement.
 - 1) Designate 1 FTE of the total outreach staff to work specifically with women. While this FTE may be split between multiple staff, JOIN will ensure that there is at least one female outreach worker on staff so that homeless women may choose to work with a female worker if they prefer.
- B. Dedicate 2.2 FTE staff or volunteers (funded outside this contract) to provide walk-in access to information and referral services, showers, phone, storage, and mail at the JOIN day service facility.
- C. Dedicate 4.0 FTE Retention Workers (0.5 funded outside this contract) and 1.0 FTE supportive housing specialist to provide ongoing engagement and service support to JOIN households, including those housed in previous contract years, in order to promote long-term housing stability.
- D. Provide direct street outreach to homeless and chronically homeless people physically sleeping outside, in vehicles, or in structures not intended for human habitation. Subrecipient and partner agencies will engage potential participants utilizing a harm reduction approach. Chronic homelessness for the purposes of this contract is defined as:
 - 1) At least one adult household member will have a disability or a disabling condition.
 - 2) Chronically homeless adults and youth (includes couples) who have been homeless for at least twelve months or will have experienced four episodes of homelessness, totaling twelve months or more over a period of three years.
 - 3) Chronically homeless families (including pregnant women) will have been homeless for at least six months or will have had four episodes, totaling six months or more, in the last three years. Emergency shelter stays, and short jail sentences or substance abuse treatment program stays will also count towards periods of homelessness as appropriate.
 - 4) Waivers to eligibility requirements may be provided on an individual household basis in coordination and with authorization from the City Contract Manager.

- 980087
- E. Provide flexible rent assistance, including short-term (generally 1-2 months) and medium-term (generally 3-24 months) rent assistance and flexible client assistance to support successful transition from the street into permanent housing. Rent assistance terms and amounts will vary by household, shall be based on household need as assessed by Subrecipient and will generally not exceed 24 months in duration unless Subrecipient assesses need for such extraordinary assistance.
- F. Support permanent housing placement and retention through personal advocacy with landlords, making deposit payments, and providing ongoing supportive services to support long term housing stability for a minimum of one year after initial placement into housing. This includes, but is not limited to, provision of assistance to individuals and households who were provided housing and services in prior contract years and in connection with Home Forward Shelter + Care vouchers, JOIN/CCC CEP vouchers, and Permanent Housing Placement Initiative funds.
- G. Provide personal advocacy where appropriate to support access to important non-JOIN services such as:
- 1) Assistance in identifying and applying for appropriate benefits, including SSI, SSD and VA.
 - 2) Assistance in accessing mental health, employment services and chemical dependency treatment resources.
 - 3) Assistance in accessing emergency shelter and transitional housing as determined appropriate by staff and desired by the individual household.
 - 4) Assistance reconnecting with family where appropriate
- H. Coordinate staff activities and service provision with other service and housing providers as appropriate to support successful engagement in local services, access into subsidized housing, and minimize duplication of efforts.
- 1) Work with community partners including shelter and other homeless service providers, the Portland Police Bureau, neighborhood associations, and local businesses to re-engage homeless households with the intent of rapid-housing placement.
 - 2) Coordinate with other former WESC agencies (Cascadia Behavioral Healthcare, Transition Projects, and Northwest Pilot Project) and Salvation Army's SAFES program to access and/or advocate for needed services. Including service coordination to assist women in accessing emergency housing via Cascadia programs or Salvation Army's SAFES, and provision of services throughout stay with emphasis on rapid placement into permanent housing.
 - 3) Partner with the Multnomah County Department of County Human Services and the Multnomah County Sheriff's Office to identify, engage, and rapidly place into permanent housing homeless households in Multnomah County east of the Portland city limits.

- 4) Function as lead agency in administering Shelter Plus Care (HUD Continuum of Care grant) collaboration with Northwest Pilot Project and Catholic Charities.
- 5) Function as primary recipient and lead agency in administering the NowHome (HUD Continuum of Care Supportive Housing Program grant).
- 6) Function as lead agency in coordinating and administering the Home First partnership for chronically homeless client assistance and services with Catholic Charities and peer. Subrecipient will subcontract with Catholic Charities (\$50,000 for 10 placements of unaccompanied women or high resource families) and peer (\$12,000 for 4 placements of youth).
- 7) Subrecipient will subcontract with Central City Concern to support an employment specialist to assist Subrecipient-assisted individuals obtain employment income (\$25,000 for 0.5 FTE).
- 8) Subrecipient will conduct quarterly visits to Dignity Village to help make residents aware of resources available in the broader community, with a focus on residents who have lived at Dignity Village for more than 2 years. Subrecipient will also assist designated Dignity Village residents to complete quarterly resident data and status reports required under the contract between the City and Dignity Village, though Subrecipient is not responsible for submission of Dignity Village status reports.

- I. Communicate with PHB Homeless Team Staff/City Project Manager regarding community issues or activities that affect people who are homeless or successful achievement of goals outlined in the 10-Year Plan to End Homelessness.
- J. Continue to build effective relationships with local law enforcement and other government entities as appropriate to cooperatively address barriers that exist for people who are homeless.
- K. Execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS" and,
 - 1) Confirm that each administrative staff or end user with access to HMIS (ServicePoint) will execute an "USER AGREEMENT For NW Social Service Connections HMIS".
 - 2) Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
 - 3) Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements, and Program Specific Data Elements.
 - 4) Utilize HMIS (ServicePoint) for subsequent contract reporting. The following reports will be used for quarterly and Year-End reports: 1) HUD APR, 2) Shared Housing Assessment Report (SHAR), and 3) PHB-Participant Demographics Report (a ServicePoint-based version of Exhibit C). Other reports may be requested as necessary.

II. Commitment to Equity Agenda

The Portland Housing Bureau (PHB) is committed to ensuring that the City's resources, practices and partnerships promote equitable access to housing and opportunities for Portlanders, with a particular focus on communities of color. This commitment is articulated through the PHB's Guiding Principles of Equity and Social Justice (Exhibit B). Broadly, the City expects its partners, including subrecipients, to work in coordination with the PHB and other City-funded agencies to support progress and achievement of equity goals across all of PHB's program areas.

To assist the City in enacting these principles through this Contract, Subrecipient shall:

- A. Submit quarterly client demographic reports including race and ethnicity of clients served (see Section V: Reporting).
- B. By 9/1/12, review the FY 11-12 Subrecipient service-level demographic and outcomes data by race and ethnicity with the City Contract Manager to identify and discuss access gaps.
- C. With the FY 12-13 Q1 report, submit to the City Contract Manager existing or planned program or organizational work that is being undertaken to support greater equity in program access and/or outcomes and/or inclusion of groups and individuals from communities of color.
- D. Develop and report to the City specific, measurable program-level equity access targets for FY 12-13.

III. Performance Measures

- A. Subrecipient 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) At least 1,000 unduplicated households will be served with supportive housing placement and retention services (including financial assistance, non-financial assistance, or both), including 800 households who have been housed in previous contract years -
 - a) 97 of these represent committed service relationships for Home Forward's KNAC, JOIN/CEP, and Home Forward S+C Street to Home vouchers (Enroll new participants as voucher availability allows).
 - b) 22 represent new participants enrolled through NowHome HUD/SHP vouchers.
 - c) 40 represent eviction prevention services to previously stable households
 - d) 125 represent formerly chronically homeless households
 - e) 40 represent unaccompanied female or female headed households.

- f) 10 represent extensions for voucher recipients enrolled in prior contract years.
 - 2) (Annually) Number of homeless households entered into ServicePoint during the fiscal year who were engaged in outreach and engagement services within JOIN's relational model, but not subsequently placed into housing during the FY).
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) by client population and in the aggregate during the period of this Contract:
- 1) At least 210 homeless households transitioned off the street and into permanent housing
 - a) 85 of these households will meet the definition of chronically homeless (adults, youth, couples and families). This includes 10-15 new placements through JOIN's NowHome HUD/SHP grant, 5 homeless youth as placed by peer and 10 homeless unaccompanied women as placed by the Housing Transitions program of Catholic Charities.
 - b) 75 households will meet a broad definition of homeless and be below 50% median income, but may also meet the definition of chronically homeless.
 - c) 40 placements will be reserved for new female heads of household (singles and single mothers) who are currently homeless.
 - d) 10 placements will be for homeless or chronically homeless households engaged in Multnomah County east of the Portland City limits.
 - 2) 40 previously stable enrollees housed through JOIN's services will receive eviction prevention services,
 - 3) Retention Rates (for clients receiving rent assistance):
 - a) 90% of households placed or retained in housing will remain in permanent housing 3 months after termination of rental assistance.
 - b) 80% of households placed or retained in housing will remain in permanent housing 6 months after termination of rental assistance.
 - c) 70% of households placed or retained in housing will remain in permanent housing 12 months after termination of rental assistance.

Goals listed above are based in part on JOIN's contract with Home Forward to operate the Short Term Rent Assistance services (STRA) and a grant from the Paul Allen Foundation.

IV. Periodic Reporting

- A. Subrecipient will submit the following program reports:
 - 1) Report Form(s) (to be developed collaboratively between City and Subrecipient)
 - 2) ServicePoint: HUD APR

- 3) ServicePoint: Shared Housing Assessment Report (SHAR)
- 4) ServicePoint: PHB-Participant Demographics Report (a Service Point-based version of Exhibit C)

Other reports may be requested as necessary by the City Contract Manager.

Subrecipient will submit program reports on a quarterly basis. Program reports will be submitted within 30 days of the reporting period on or before the following dates: **October 31, 2012, January 31, 2013, and April 30, 2013.** A final report summarizing results and including cumulative data for the PHB funded services, as well as information on agency achievements during the contract year (Includes agency wide demographic and outcome data-served, placed, and retention) is due on or before **July 9, 2013.**

- B. Subrecipient will enter data on all clients placed into housing by their organization into Service Point. This will include retention data.
- C. Financial reports will be submitted within 30 days of the end of the quarterly reporting periods using the invoice form attached as (Exhibit A) on the dates listed above or may be submitted monthly.
- D. Late program reports will delay payment until the program report has been received by the City.
- E. Subrecipient shall participate in and submit reports as required for the:
 - 1) Quarterly outcomes for the 10 Year Plan to End Homelessness, including placement and retention data
 - 2) State of Oregon One Night Shelter Counts
 - 3) City and County wide Street Counts

V. Compensation, Method of Payment and Audit Requirement

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with Exhibit A (Request for Payment). Funds will be disbursed to the Subrecipient 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.
- 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.
- E. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- F. Final contract invoice must be received by PHB on or before **July 9, 2013** and must be submitted with the Final end of year contract report. Changes to these requirements may be granted by the City Project Manager.
- G. Total compensation under this Contract shall not exceed ONE MILLION, TWO HUNDRED THIRTY-SEVEN THOUSAND, EIGHT HUNDRED AND EIGHTY-TWO DOLLARS (\$1,237,882).

VI. General Contract Provisions

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

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

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written Contract. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.

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

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

or by Contract with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. CHANGES. The City may, from time to time, request changes in the scope of the 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 to be approved by the Bureau Director. Any change that increases in total the amount of compensation payable to the Subrecipient to \$100,000 or more must be approved by ordinance of the City Council. The Bureau Director may approve increases in compensation that result in total compensation of less than \$100,000. Other changes, including changes to scope of work and budget line items, may be approved by the Project Manager.
- E. NON-DISCRIMINATION. During the performance of this Contract, the Subrecipient agrees as follows:
1. The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 4. The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and

Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.

5. Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- F. ACCESS TO RECORDS. The City, or 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 examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. The Subrecipient shall maintain records on a current basis to support its billings to the City. 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 hereunder. The Subrecipient shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the 3 year period established by Section G above.
- If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.
- I. INDEMNIFICATION. The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.
- J. WORKERS' COMPENSATION INSURANCE.

780081

(a) The Subrecipient, 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 workers' 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 a 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 Workers' 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.

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 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 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. 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 Contract 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. Subcontractors shall be responsible for adhering to all regulations cited within this contract.
- M. INDEPENDENT CONTRACTOR STATUS. The Subrecipient is engaged as an independent contractor and the Subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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

N. REPORTING REQUIREMENTS. The Subrecipient shall report on its activities in a format and by such times as prescribed by the City.

O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the period of the contract.

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

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

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

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

R. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any subrecipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Additionally, contractors expending \$500,000 in federal funds may be required to obtain a full audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

S. 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.

T. INTEGRATION. This Contract contains the entire Contract between the City and the Subrecipient and supercedes all prior written or oral discussions or Contracts.

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

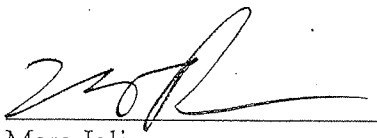
interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

VII. 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.

JOIN

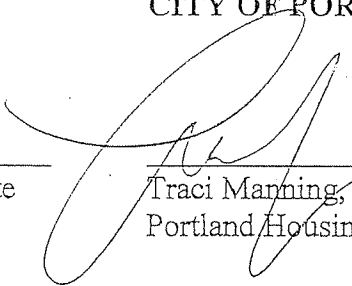
CITY OF PORTLAND



Marc Jolin
Executive Director

9/11/12

Date

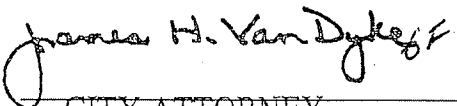


Traci Manning, Director
Portland Housing Bureau

9/11/12

Date

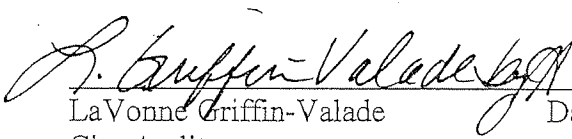
APPROVED AS TO FORM:
APPROVED AS TO FORM



CITY ATTORNEY
James H. Van Dyke
City Attorney

9/12/12

Date



LaVonne Griffin-Valade
City Auditor

9/28/12

Date

186027

EXHIBIT A
JOIN - FY 2012-13
REQUEST FOR PAYMENT

TO: City of Portland/PHB
Attn: Ruth Benson/Ryan Deibert
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Request for Payment #: _____
Billing Period: _____

Contract #: 32000781

GF

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$625,175			
Operating Expenses	\$159,800			
Client Services	\$309,747			
Administrative Costs	\$143,160			
TOTAL	\$1,237,882			

Please attach detailed information as specified in the contract or requested by contract manager

Total Amount Requested: _____ Total Balance: _____

JOIN/Prepared By: _____ Phone No.: _____

JOIN/Approved By: _____ Email: _____
Signature Date

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

EXHIBIT B

PHB Guiding Principles of Equity and Social Justice

Equity means: All residents from Portland's diverse and multicultural communities have access to the opportunities and resources they need to attain their full potential.

PHB will work towards eliminating housing barriers of all kinds, and we recognize Oregon's history of housing discrimination and social injustice and must address current-day disparities in access to the resources, programs and opportunities experienced by communities of color. In Portland, people of color experience racism and encounter barriers to stable housing and housing resources at much higher rates than their White counterparts. This leads to more people of color experiencing disparate living conditions and having less access to public goods, services and resources.

PHB will ensure equity by applying these **Guiding Principles of Equity and Social Justice** when developing policies and organizational priorities, and when making operational and financial investment decisions.

PHB will:

- Seek knowledge and learn from the guidance of others in pursuit of our equity goals
- Strengthen and develop community relationships and engagement for shared success
- Honor and encourage relationships of trust and respect among partners who serve communities of color, service providers, housing developers and contractors
- Develop and communicate equity commitments
- Make policy and operational decisions using an equity lens
- Leverage the work and programs of other organizations effectively addressing issues of equity
- Continually incorporate equity achievements and learning into decision making and implementation of social justice policies
- Provide leadership and support to stakeholders related to equity
- Define, measure, and report equity results

320081

EXHIBIT C
(Page 1 of 3)
Participant Demographics Report

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

☐ **Individuals** OR ☐ **Heads of Households** (*the Head of Household is the person in the household with the largest income*).

Please make sure that totals of each category below match.

Total Number of Individuals or Households: _____

1. Gender

Gender	Total This Quarter	Total Year-To-Date
Male		
Female		
Total		

2. Race or Origin

Purpose and Instructions: This section reports data on the race or origin of your clients. To ensure that accuracy exists and to ensure that no one needs to enter the identity of "other" we ask that you define identity as specifically as you can. We do not include a "multiracial" category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

2a. Race and Origin (PHB)

Race (Required)	Total This Quarter	Total Year-To-Date
African Refugee		
Asian		
Black/African American		
Latino/Hispanic		
Middle Eastern		
Native American/Alaskan Native		
Native Hawaiian		
Pacific Islander		
Slavic		
White		
Declined to answer		
Total		

EXHIBIT C

(Page 2 of 3)

2b. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	Non-Hispanic This Quarter	Non-Hispanic Year-To-Date	Hispanic This Quarter	Hispanic Year-To-Date	Total This Quarter	Total Year-To-Date
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African American & White						
American Indian/Alaskan Native & African American/Black						
Other						
Total*						

*Total should add up to the total people or households served

3. Income

Income (Required)	Total This Quarter	Total Year-To-Date
Over 80% of MFI		
(Moderate Income) 51-80% of MFI		
(Low) 31%-50% of MFI		
(Extremely Low) 0%-30% of MFI		
Total Low/Moderate Income		
Total*		

*Total should add up to the total people served

EXHIBIT C
(Page 3 of 3)

4. Residence

Residence	Total This Quarter	Total Year-To- Date
NE Portland		
SE Portland		
NW Portland		
SW Portland		
N Portland		
Other		
Total		

5. Other

Other	Total This Quarter	Total Year-To- Date
Female Head of Household (Required)		
Elderly Head of Household (Over 65)		
Disabled/Special Needs		

ORDINANCE NO. 185466

* Authorize twenty subrecipient contracts totaling \$14,394,307 for the provision of services in support of ending homelessness and providing affordable housing and provide for payment, (Ordinance)

The City of Portland ordains:

SECTION 1. The Council finds that:

1. The Portland Housing Bureau (PHB) Strategic Plan prioritizes moving people quickly from homelessness to permanent housing, preventing families from losing their homes, helping Portlanders from communities of color buy a home, and providing a safety net that includes shelters and other short terms support for low-income Portlanders who are homeless or at risk of homelessness.
2. As part of implementing Strategic Plan goals, PHB has used a variety of competitive processes to identify organizations that provide a broad continuum of assistance and services for homeless individuals and families and low-income renters and homeowners.
3. PHB will be entering into funding agreements with twenty non-profit organizations whose contract amounts exceed \$100,000 and are further described in Exhibit A.
4. Funding is included in the City's FY 2012-13 approved budget and will be available in PHB's FY 2012-13 adopted budget in the amount of \$14,394,307 through the General Fund (GF), Tax Increment Financing (TIF), Housing Investment Fund (HIF), Community Development Block Grant (CDBG), and federal Healthy Homes Production Grant funds.

NOW THEREFORE, the Council directs that:

- a. The Bureau Director or designee and Auditor are authorized to execute agreements with the organizations and for the amounts in Exhibit A, in substantial accordance with the form of Exhibit B attached hereto, totaling an amount not to exceed \$14,394,307.
- b. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under this ordinance, or \$100,000, whichever is less.
- c. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the PHB operating fund budget when demand is presented and approved by the proper authority.

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185466

SECTION 2. The Council declares that an emergency exists because delay in funding would interrupt these organizations' ability to provide assistance and services to low-income households; therefore, this ordinance shall be in force and effective from and after its passage.

Passed by the Council: JUN 27 2012

LaVonne Griffin-Valade
Auditor of the City of Portland
By

Commissioner: Nick Fish
Prepared by: Andrea Matthiessen
Date Prepared: June 13, 2012

Andrea Matthiessen
Deputy