

Subrecipient Contract  
Contract No. 32000995  
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and Reach Community Development Corporation hereafter called "Subrecipient" to provide funding for healthy homes repairs.

1. Effective Date and Duration

This contract shall become effective on July 1, 2013. This contract shall terminate on June 30, 2014.

2. Contract Manager

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

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Andrea Matthiessen	Contract Manager: Barrett Ebright Karnes
421 SW Sixth Ave., Suite 500	4150 SW Moody Avenue
Portland, OR 97204	Portland, OR 97239
(503) 823-2379	503-208-8152
(503) 823-2387 (fax)	(503) 236-3429
Email: andrea.matthiessen@portlandoregon.gov	Email: bkarnes@reachcdc.org
	EEO expiration date: 11/21/2015
	Business License: 440401

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$284,523 (\$84,000 in CDBG, and \$200,523 in Portland Healthy Homes grant funds). The compensation requirements are contained in Section IV. Final invoice is due **July 8, 2014**.

5. Reporting

The Reporting requirements are contained in Section III. Final report is due **July 15, 2014**.

6. Funding

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

## 7. List of Exhibits

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

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Contract Budget and Invoice Form	1
Exhibit B	Lead-Based Paint Documentation Form	1
Exhibit C	Beneficiary Data Report	1

### I. Scope of Services

- A. The Subrecipient will perform the following housing repair and remediation activities within the grant period:
1. Through the Portland Healthy Homes Program, complete healthy homes rehabilitation for 100 homes, assuming timely and viable referrals from the Portland Housing Bureau.
    - a) Household eligibility and scope of work shall be determined and provided to REACH by staff from the Portland Housing Bureau.
    - b) Repairs identified in the provided scope of work may need to be timed to coordinate with other remediation being provided by other programs such as weatherization assistance and lead hazard reduction.
    - c) Use of specialty licensed contractors will require solicitation of three bids and selection of the lowest reasonable bid.
  2. Through a partnership with the Multnomah County Health Department (MCHD), complete healthy homes repairs on up to 40 units referred by the MCHD CAIR Program, assuming timely and viable referrals.
    - a) Repairs shall be primarily limited to small roof patches, fan installation, stove ventilation repair/installation, duct and vent issues, carpet removal, and radon remediation.
    - b) REACH shall complete all required environmental review documentation prior to commencing any rehabilitation work.
    - c) The maximum CDBG funds available for eligible rehabilitation for each individual unit shall be no more than FIVE THOUSAND DOLLARS (\$5,000).
- B. The programs are available to any eligible low-income household citywide with incomes below 80% median family income.
- C. Collect written demographic and income include information for each client to determine program eligibility. Client receiving assistance shall provide signature as to the accuracy of the information reported.
- D. The final scopes of work shall be determined with input from the referring organization, either PHB or MCHD.
- E. Comply with all lead-based paint regulations detailed in 24 CFR Part 35, particularly subpart J. These requirements include but are not limited to:
1. Provide all clients with the EPA Pamphlet "Protect Your Family from

- Lead in Your Home". Documentation that this literature has been distributed shall be collected and maintained.
2. Inform the client of the presumption of lead-based paint in painted surfaces to be disturbed and the use of lead-safe work practices. Documentation that this information has been provided shall be collected and maintained.
  3. All work must be performed using lead safe work practices.
  4. Where painted surfaces above federal "de minimus" standards are disturbed, coordinate the clearance of the worksite by a risk assessor certified in the State of Oregon. Notify the client of the results of the clearance test and collect documentation that this notification has been provided.
- F. Complete a rehabilitation specification on the work that is to be completed by REACH. The property owner must sign this specification before rehabilitation work can begin.
- G. Salary, fringe, and administrative costs for Subrecipient staff related to this contract, including completion of the demographic/information form, on-site assessments, determination of client eligibility, inspection of eligible rehabilitation, planning and assessment activities for future expansion and any administrative or reporting requirements associated with this agreement, shall be covered by the contract.
- H. All projects must comply with Federal Environmental Review requirements. Written verification of environmental review must be received before any funds are committed.

## II. Commitment to Equity Agenda:

### Commitment to Equity Agenda

PHB is incorporating equity goals into all sub-recipient contracts in alignment with The Portland Plan which establishes that in order to ensure everyone has access to the opportunities necessary to satisfy their essential needs, the City will enforce Title VI, track the information needed to understand disparities, evaluate equity impacts, improve evaluation methods and mitigate for disparities.

<http://www.portlandonline.com/portlandplan/index.cfm?c=58776&a=420370>

Our equity goals are also in alignment with the Strategic Plan of the Portland Housing Bureau which directs PHB to work to ensure equitable access to housing by setting, clear, measurable equity goals for all PHB programs, incorporating equity goals into all funding applications and contracts, monitoring and reporting on whether we reach our goals, and using proven strategies to increase the use of city-supported housing services by communities of color.

<http://www.portlandoregon.gov/phb/article/427251>

PHB will utilize indicators posted on PHB's website, linked below, to evaluate progress towards our goal of reducing and removing disparities in Access and Outcomes for communities of color.

<http://www.portlandoregon.gov/phb/60596>

#### **Access**

PHB works to ensure equity for communities of color in city-supported housing programs. To evaluate progress PHB will utilize indicators based on the disparity between the rates of poverty for whites and respective communities of color, as measured by ACS data for each community.

In FY 2013-14, PHB aspires to reduce disparities in communities rates of poverty by working with all contractors to increase Access to services by communities of color which experience disproportionate poverty rates. Contractors will be accountable for their efforts to reduce disparities by seeking to provide services to communities of color that contribute to achievement of the overall PHB goals. As described above, PHB will report on and publish our collective progress made in serving communities of color, by program, at least annually.

#### **Outcomes**

PHB aspires to reduce and remove the documented disparities experienced by communities of color in service and housing Outcomes by working with partners to measure outcomes and implement strategies for service delivery that contribute to the achievement of program specific and bureau wide goals for communities of color.

In FY 2013-14 all subrecipient contractors will report Outcome measures by race/ethnicity.

In FY 2013-14 all subrecipient contractors will evaluate Outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of Outcomes based on race, contractor will work with PHB to determine why such disparate impacts are occurring, and to recommend and implement a remedy to eliminate them.

### **III. Method of Payment**

- A. Subrecipient will be compensated for the above-described services by the City of Portland through the Community Development Block Grant or HUD Healthy Homes Grant funds.
- B. Payments to Subrecipient will be made periodically upon submission of a statement of expenditures. The Subrecipient will submit vendor receipts for materials and services, etc., and evidence of payment for the program workers and staff salaries. Other bills, receipts and invoices related to this contract will be made available by the Subrecipient to the City upon request.

- 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 approved in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. 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.
- F. Total compensation under this contract shall not exceed TWO HUNDRED EIGHTY-FOUR THOUSAND, FIVE HUNDRED TWENTY THREE DOLLARS (\$284,523).

#### IV. Reporting Requirements

- A. The Subrecipient will submit reports for each calendar quarter covered by this contract, which shall be due on October 30, 2013, January 30, 2014, April 30, 2014, and a final report which shall be due **July 15, 2014**.
- B. The quarterly reports will focus on a narrative of the status of the program and a tabulation of units and clients assisted based on the information required under IV(C). The status report should describe major accomplishments, tasks completed or underway, products completed, and any proposed changes to the work products or time lines.
- C. The quarterly reports will also include information on specific housing projects assisted with this funding:
  - 1. Property information: property name, address, census tract (if available), type of repair and if other sources of funding were utilized.
  - 2. Homeowner information: income information (less than 30%, 50%, 60%, and 80% of median income), age, ethnicity and gender of the head of household.
  - 3. Other Information: if homeowner was referred, note referral to other program, and program type.
- D. Outcome Reporting: As per Section V. Performance Measures, the Subrecipient will be required to report on the status of services performed under this contract at the completion of the contract.

#### VI. Performance Measures

- A. Output Measure: The measure of output will be completing at least 210 minor home repairs during the fiscal year for CAIR and PHH projects.

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, if the funds will be used for housing containing 5 or more assisted units.

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "Subrecipient") agrees as follows:

**(1) Compliance with Regulations:** The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractor, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, , sex, sexual orientation, age, religion, disability, marital status, or family relationships.

**(4) Information and Reports:** The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Portland* or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *City of Portland* or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the *City of Portland* shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.



**(6) Incorporation of Provisions:** The Subrecipient shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Subrecipient shall take such action with respect to any Subrecipient procurement as the *City of Portland* or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request the *City of Portland* to enter into such litigation to protect the interests of the *City of Portland*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

- 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 five 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 five years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the 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 five 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 the 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 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. WORKERS' COMPENSATION INSURANCE.

(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 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 renewal of its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the 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 Qualifications as an Independent Subrecipient 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, the City may terminate the Contract immediately and the notice requirement contained in Section (A) TERMINATION FOR CAUSE, hereof shall not apply.

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

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

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

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

- 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.** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110.
- Q. **OREGON LAWS AND FORUM.** This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the 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. **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.

- T. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.
- U. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 92.353 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- V. **PROGRAM ACCESS BY THE DISABLED.** The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- W. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. **INTEGRATION.** This Contract contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.

- Y. 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.
- Z. 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 92.355, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 451-4856, and 24 CFR Part 35, and in particular Sub-Parts A, B, J, K, M and R thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- AA. LABOR STANDARDS. The 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 twelve (12) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the 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. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.

- CC. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- DD. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

- EE. CHURCH-STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 92.257 regarding the use of federal funds by religious organizations.
- FF. LOCATION POLICY AND SITING. All housing developed under this Contract is required to comply with the City's Location Policy, which is designed to maximize housing choice for low-income households and discourage the concentration of low-or no-income households in any one area of the City. At the initiation of eligible housing projects, the Subrecipient agrees to contact the City's Siting Coordinator at the Portland Housing Bureau to determine Location Policy compliance requirements for each specific project.

The Subrecipient will consult with the Siting Coordinator regarding resources available to assist with the development of Good Neighbor Policies, facilitate dispute resolution, and other siting issues as appropriate.

- GG. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.

- HH. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR Part 24, subpart F.
- II. CONSULTANT SERVICES. No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provision of any applicable statute. Such services shall be evidenced by written agreements between parties which detail the responsibilities, standards and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule (24 CFR 92.358).
- JJ. DISBURSEMENT OF FUNDS. The Subrecipient may not request disbursement of HOME funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before Subrecipient requests funds from the CITY.
- KK. REVERSION OF ASSETS. Upon expiration of the contract, the Subrecipient must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds [92.504(c)(2)(vii)].
- LL. ENVIRONMENTAL REVIEW. 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.
- MM. CONTRACT ADMINISTRATION. If Subrecipient is a public agency, must also comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- NN. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or 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.



- OO. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and subrecipients 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.
- PP. Periods of Affordability. The HOME-assisted housing (Homeownership Unit) must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after the transfer of the property to the HOME-assisted buyer. The homeowner must occupy the principal resident throughout the HOME period of affordability.

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

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

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

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


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


VII. Period of Agreement and Contract

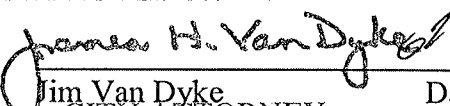
The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

REACH COMMUNITY  
 DEVELOPMENT CORPORATION

CITY OF PORTLAND

  
 \_\_\_\_\_ 11/13/13  
 Dan Valliere Date  
 Executive Director

  
 \_\_\_\_\_ 11/22/13  
 Traci Manning Date  
 Director

APPROVED AS TO FORM  
 APPROVED AS TO FORM  
  
 \_\_\_\_\_ 11/19/13  
 Jim Van Dyke Date  
 CITY ATTORNEY  
 City Attorney

\_\_\_\_\_  
 LaVonne Griffin-Valade Date  
 City Auditor

**EXHIBIT A**  
**FY2013-14 REACH Healthy Homes Repairs**  
**Budget and Request for Payment**

TO: City of Portland/PHB  
 Attn: Andrea Matthiessen  
 421 SW 6<sup>th</sup> Avenue, Suite 500  
 Portland, Oregon 97204

Request for Payment #: \_\_\_\_\_  
 Billing Period: \_\_\_\_\_

Contract #: 32000995

**HUD Healthy Homes Grant**

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel	75,453			
Operating	104,950			
Indirect/Admin	20,120			
<b>TOTAL</b>	<b>\$200,523</b>			

**CDBG (CAIR)**

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel	24,863			
Operating	43,586			
Direct Admin	9,345			
Indirect Admin	6,206			
<b>TOTAL</b>	<b>84,000</b>			

Total Amount Requested: \_\_\_\_\_ Total Balance: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Approved By: \_\_\_\_\_ Email: \_\_\_\_\_

*NOTE: Please reproduce this form on agency letterhead.*

## EXHIBIT B

**City of Portland**  
**Lead-Based Paint Notification Documentation Form**  
**(under \$5,000 per unit)**

**Part 1: All Occupants Must Complete This Section**

By signing and dating Part 1 of this form, the occupant listed below certifies that before work began on the property listed below, they received a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home."

Signature of Occupant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Occupant: \_\_\_\_\_

Property Address: \_\_\_\_\_ Year Built \_\_\_\_\_

*Part 2 of this form does not need to be completed for rehab work disturbing less than the "de minimus" (20 square feet exterior surfaces, 2 square feet interior surfaces in a single room, 10 percent surface area on an interior or exterior component such as a window sill, baseboard, or trim) paint levels on the property specified above, the organization must attach a copy of the work plan signed by the contractor and the property owner.*

**Part 2: Completed Only By Occupants Residing in Properties Built Before 1978\***

By signing and dating Part 2 of this form, the Occupant listed below certifies that they received the following information:

1. A written Notice of Presumption of lead-based paint for the property above
2. List of lead-safe work practices and prohibited methods, signed and dated by the contractor performing rehabilitation work on the property listed above that is funded by the City of Portland. A copy of the signed document is to be attached to this form.

If volunteers are involved in rehabilitation work funded by the City of Portland, the on-site volunteer manager for work on the above property must sign the list of lead-safe work practices and prohibited methods.

Signature of Occupant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Organization Funding Rehabilitation Work: \_\_\_\_\_

**EXHIBIT C**  
**REACH Healthy Homes Repairs**  
**Beneficiary Data Report**

Individual Beneficiary

Household Beneficiaries

1. GENDER			
Male			
Female			
<b>Total</b>			
2. RACIAL DATA (Required)	NON-HISPANIC	HISPANIC	TOTAL
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			
Am. Indian/Alaskan Native & Black/African American			
Other			
<b>Total*</b>			

\*Total should add up to the total people served.

3. INCOME (Required)	
Over 80% of M.I.	
(Moderate Income) 51%-80% of M.I.	
(Low) 31%-50% of M.I.	
(Extremely Low) 0-30% of M.I.	
Total Low/Moderate Income	
<b>Total Income*</b>	

\*\*Total income should add up total the total people served.

4. RESIDENCE	
NE Portland	
SE Portland	
NW Portland	
SW Portland	
N Portland	
<b>Total</b>	

5. OTHER	
Female Head of Household (Required)	
Elderly Head of Household (Over 65)	
Disabled/Special Needs	
<b>Total</b>	