

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOME FORWARD AND THE CITY OF PORTLAND**

This Intergovernmental Agreement (this "IGA") is between Home Forward and the City of Portland through its Bureau of Revenue and Financial Services, Procurement Services Division ("PS") and shall be a five-year agreement beginning January 1, 2015 (the "Effective Date"), for an annual amount of \$50,000, with a total not to exceed amount of \$250,000.

RECITALS

- A. The City of Portland currently has certain Programs (as hereinafter defined) concerning purchasing and construction activities.**
- B. PS administers the Programs on behalf of the City.**
- C. Home Forward desires to provide employment opportunities to Home Forward residents and low income community members.**
- D. Home Forward and the City have authority under ORS Chapter 190 to enter into a cooperative intergovernmental agreement.**
- E. By utilizing some Programs and City employees with experience regarding the Programs, Home Forward will save money and avoid unnecessary duplication and effort. Therefore, Home Forward and the City have agreed to work together.**

NOW THEREFORE, in recognition of the foregoing Recitals, Home Forward and the City agree as follows:

AGREEMENTS

1. PROGRAM DESCRIPTIONS

- A. The City shall implement the following programs on behalf of Home Forward:**

- 1. The Workforce Training and Hiring Program, which requires contractors working on construction projects to make efforts to hire and train a diverse workforce, including apprentices.
- 2. Section 3, which requires certain recipients of Housing and Urban Development dollars to provide opportunities to low and very low income businesses and residents that reside in the community, where dollars are expended.

2. SERVICES TO BE PROVIDED BY PROCUREMENT SERVICES

- A. The Programs require considerable staff time, expertise and information technology systems to successfully implement. The City has the necessary staff, expertise and information technology systems in place to administer the Programs on Home Forward's behalf. The parties agree to enter into this IGA whereby each Party will undertake certain actions as described herein to ensure the successful implementation of the Programs. By contracting with PS to provide these services it is believed considerable cost savings will be achieved by avoiding the duplication of efforts that would otherwise be required.**

EXHIBIT A**3. FUNDING**

- A. Administration of the Programs on behalf of Home Forward will require the involvement of a portion of each of the following positions: Chief Procurement Officer, Program Manager, Contract Compliance Specialist and a Procurement Assistant. In addition, a portion of the City's technology systems are customized for Home Forward's reporting purposes.
- B. As compensation for PS's services set forth in Section III herein, Home Forward shall pay the City bi-annual payments of \$25,000 each for a total not to exceed annual amount of \$50,000 within 30 calendar days of receiving the City's request for payment. Payment will be based on receipt of services as outlined in the Agreement.

4. WORKFORCE TRAINING AND HIRING PROGRAM RESPONSIBILITIES**A. PS shall:**

- 1) Provide outreach and compliance activities to implement the Workforce Training and Hiring Program at a level sufficient to satisfy program requirements. These activities include, but are not limited to, attendance at Home Forward pre-bid, pre-proposal and pre-construction meetings to discuss program requirements, monthly data collection and compliance reviews, late submittal notices to contractors, site visits, and timely notification to Home Forward staff of compliance issues on Home Forward projects.
- 2) Provide to Home Forward a monthly monitoring report on Home Forward projects in a format used by PS listing workforce hours and hours for apprentices and all race and gender groups, for Home Forward projects with construction contracts in excess of \$200,000 and all subcontractors with subcontracts of \$100,000 or more.
- 3) Ensure that the prime and all subcontractors with subcontracts of \$100,000 or more provide 20% of the labor hours in each apprenticeable trade to state-registered apprentices.
- 4) Provide assistance to Home Forward employees, contractors, and vendors by telephone who desire information about the program.
- 5) Attend monthly or quarterly meetings as scheduled by Home Forward.

B. Home Forward shall:

- 1) Require compliance with the Workforce Training and Hiring Program as provided in Home Forward's policies by including the requirements in contract specifications, Requests for Qualifications, and Requests for Proposals.
- 2) Cooperate with the City to implement the Program for Home Forward projects by instructing its project managers and staff to coordinate their efforts with PS staff, reviewing project proposals and documents for inclusion of program requirements, forwarding appropriate documents to PS, and taking enforcement action against contractors, as needed.

EXHIBIT A

- 3) Grant decision making authority on compliance related issues to Procurement Services. This includes issuing warnings and assessing damages for a Contractor's failure to comply with Program requirements, granting exemptions and determining applicability of program requirements. Procurement Services agrees to notify Home Forward and secure Home Forward's concurrence prior to taking enforcement action against Contractors. Damages collected will be handled by Home Forward or distributed according to the Workforce Training and Hiring Program Administrative Rules.

5. SECTION 3 PROGRAM RESPONSIBILITIES**A. PS shall:**

- 1) Review Section 3 Business Applications and supporting documentation and certify Section 3 Business Concerns.
- 2) Provide copies of certified Section 3 Business Concerns to Home Forward employees, contractors, and vendors.
- 3) Provide assistance to Home Forward employees, contractors and vendors by telephone, email, or in-person who desire information about becoming a Section 3 Business.
- 4) Review Section 3 Resident Applications and supporting documentation and verify Section 3 hires.
- 5) Provide monthly reports detailing the number of hours and percent of hours worked by Section 3 Residents, per project.
- 6) Notify Home Forward of any compliance issues.
- 7) At conclusion of project, provide summary letter, which among other items, details the number of Section 3 hires.

B. Home Forward shall:

- 1) Require compliance with HUD's Section 3 Requirements by including the requirements in contract specifications, Requests for Qualifications, and Requests for Proposals.
- 2) Cooperate with the City to implement Section 3 requirements by instructing its project managers and staff to coordinate their efforts with PS staff, reviewing project proposals and documents for inclusion of program requirements, forwarding appropriate documents to PS, and taking enforcement action against contractors, as needed.

6. DURATION AND TERMINATION

This IGA shall be effective from January 1, 2015 through December 31, 2020. This IGA may be renewed annually by mutual agreement and signed off by the Chief Procurement Officer. Either party may terminate this IGA upon giving thirty (30) days written notice. In the event of

termination, PS shall be entitled to payment for work performed prior to the notice of termination.

7. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws and regulations including the appropriations and budget limitation laws of each party.

8. MISCELLANEOUS PROVISIONS

The City or Home Forward may amend this IGA only in writing and by mutual consent. This IGA supersedes all prior written or oral discussions or agreements concerning services to be performed by either party.

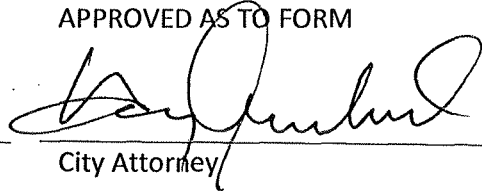
IN WITNESS WHEREOF, Home Forward and the City have executed this Agreement as of the date and year first above written.

CITY OF PORTLAND

APPROVED AS TO FORM

Christine Moody, Chief Procurement Officer

Date



City Attorney

HOME FORWARD

Michael Andrews, Director of Development & Community Revitalization

Date: