

Subrecipient Contract
Contract No. 32001268
Housing Access & Retention

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and the Urban League of Portland, hereafter called "Subrecipient" for the provisions of rent assistance and supportive services.

1. Effective Date and Duration

This contract shall become effective on July 1, 2015, and shall terminate on June 30, 2016.

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: Jerome Brooks	Contract Manager: Julia Delgado
421 SW Sixth Ave., Suite 500	10 N Russell Street
Portland, OR 97204	Portland, OR 97227
503-823-2373	503-280-2600 ext.622
503-823-2387 (fax)	jdelgado@ulpdx.org
jerome.brooks@portlandoregon.gov	EEO Confirmed
	Business License No. 699692

3. Scope of Services

The statement of work is contained in Section I.

4. Reporting

The Reporting requirements are contained in Section IV. The final invoice is due **July 7, 2016**. The final report is due **July 20, 2016**.

5. Compensation

The amount of compensation shall not exceed a total of \$391,000 in the City's FY 2015-16 Budget in General Funds. The compensation requirements are contained in Section III.

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	Quarterly and Year-End Report	1
Exhibit C	Unsafely Doubled Up Definition	1
Exhibit D	City Funded Personnel	1

I. Scope of Services

1. Rental Assistance

- A. Provide information and referral services, housing case planning and advocacy.
- B. Provide financial assistance with housing costs, including access to rental assistance, transitional housing, permanent housing search and placement, and eviction prevention.
- C. Provide access to transportation, food, identification, and other services that contribute to the success of housing case plans.
- D. Provide basic furniture packages, bedding kits, kitchen starter kits and moving services to clients placed in housing as appropriate and available.
- E. Provide financial assistance to the Portland African-American Leadership Forum (PAALF) for the convening of a community wide advisory board to lead program evaluation, recommend programmatic changes, and develop opportunities for collaboration and program scale-up.
- F. Participation in community planning and advocacy for affordable housing and services, including participation in committees and projects guided by the *A Home for Everyone*, such as coordinated access to services.
- G. 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. Other reports may be requested as necessary.

II. Commitment to Equity Agenda

Access and Outcomes

PHB works to ensure equity for communities of color in city-supported service and housing programs. PHB will reduce the documented disparities experienced by communities of color in program access and outcomes by investing in strategies that contribute to the achievement of program-specific and bureau-wide goals for communities of color.

To evaluate progress, PHB will utilize indicators based on the disparity between the rates of poverty for white-only participants and respective communities of color, as measured by American Community Survey (ACS) data for each community.

All Subrecipients will evaluate outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of outcomes based on race, the Subrecipient will work with PHB to determine reasons for why disparate impacts are occurring, and to recommend and implement a plan(s) to eliminate the disparities.

Participants are strongly encouraged to review recent reports such as State of Black Oregon, State of Housing in Portland and One-Night Homeless Count, the Coalition of Communities of Color reports, and identify areas where they can make a community-wide impact in reducing disparities.

Organizational Equity Assessments and Plans

All Subrecipients must have an organizational equity assessment and plan on file at PHB. New Subrecipients will use the PHB Racial Equity Roadmap, a standardized equity assessment tool adapted from the City of Portland, or another tool that has been approved by PHB, to conduct an organizational equity assessment. Some exceptions will be made on a case-by-case basis for organizations that have already completed an organization equity assessment within the last two years using widely accepted tools.

PHB will evaluate progress towards our goal of reducing and removing disparities in access and outcomes for communities of color, using indicators posted on PHB's website, linked below.

<http://www.portlandoregon.gov/phb/62551>

Equity Core Component Areas and Goals

In FY 15-16, PHB expects organizational growth in six core component areas to further advance equity for communities of color. Subrecipients are required, at a minimum, to implement the following goals in each core component area:

1) Organizational Commitment

By June 30, 2016 develop and publish a written statement about your organization's approach to racial and ethnic equity.

2) Leadership and Management

Demographic information on management, board and advisory group members will be collected and include race, ethnicity, gender and age. Subrecipients will complete first year Equity Plan actions to make boards and or advisory groups more proportionally representative and reflective of the racial and ethnic demographics of the client (or constituent) base. Data will be updated by August 2015 and analyzed for disparities.

Subrecipients will complete the actions outlined in their first year Equity Plans relevant to address and/or change the management and/or leadership to be more proportionally representative of the racial and ethnic demographics of clients (or constituencies) served and the broader community profile. Specific actions will address any under-representation of people of color and other historically marginalized groups.

3) Workforce

Demographic information on employees will be collected and include race, ethnicity, gender and age. Data will be analyzed for disparities. Collection of information about disabling condition is an optional best practice.

Subrecipients will complete first year Equity Plan actions relevant to address and/or change the employee workforce to be more proportionally representative of the racial and ethnic demographics of clients (or constituencies) served and the broader community profile. Specific actions will address any under-representation of people of color and other historically marginalized groups.

4) Community Access and Partnership

Subrecipients will complete actions to demonstrate engagement with diverse partners and stakeholder groups that represent the client constituent base to inform program and policy decisions.

5) Data Metrics and Continuous Quality Improvement

Currently all funded direct service Subrecipients report client information disaggregated by race, ethnicity, gender, age, disability and income. In 2016, Subrecipients will analyze data for access and outcome disparities by race and ethnicity, and make measureable plans to reduce identified disparities in access and outcomes.

6) Subcontracting

In 2016, Subrecipients will use a racial equity lens, or similar tool, to inform decisions on budgeting, programming and internal operations. PHB will provide tools to Subrecipients in fall 2015. Subrecipients may also use another tool with approval from their Contract Manager.

7) Reporting

Organizations must report on progress of these core elements, and other relevant actions or activities related to advancing equity, in an annual progress report of their Equity Plan. The report is due July 20th, 2016 along with all other required program reports.

III. Reporting Requirements

1. Subrecipient will submit the following program reports:
 - a. Quarterly and Year-End Report Form (Exhibit B)
 - b. ServicePoint: HUD APR Report
 - c. ServicePoint: Shared Housing Assessment Report (SHAR)
 - d. ServicePoint: PHB Participant Demographics Report

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, 2015, January 31, 2016, April 30, 2016 and July 20, 2016**. A Year-End report that summarizes results and cumulative data for PHB funded services, as well as information on agency achievements during the contract year, on retention, is due on or before **July 20, 2016**.

2. Subrecipient will enter data on all clients placed into housing and retention data Service Point.
3. Late program reports will delay payment until the program report has been received by the City.

IV. Compensation and Method of Payment

1. The Subrecipient will be compensated for the above described services by the City of Portland through the Portland Housing Bureau. The payment 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 service. Funds will be distributed to the Subrecipient, per budget attached as Exhibit A, for:
 - A. Eligible expenses upon submission of a statement of expenditures. Requests for payment will be submitted to the Portland Housing Bureau on agency letterhead.
 - B. Subrecipient will keep vendor receipts and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries and benefits, and Subrecipient services.
2. Payment for the final month in any given quarter will be held unless and until the quarterly report has been accepted for the prior quarter.
3. 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.
4. 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.
5. May invoices are due June 17, 2016. Final contract invoice must be received by PHB on or before July 7, 2016.
6. It is agreed that total compensation under this Contract shall not exceed THREE HUNDRED NINETY-ONE THOUSAND (\$391,000).

V. 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 contract period:
 - 1. 5 formerly homeless or chronically homeless clients will receive intensive case management to support their permanent housing retention
 - 2. 10 clients served will be currently experience an episode of homelessness, be chronically homeless, or unsafely doubled-up *[defined in attached Exhibit C]*
- B. Subrecipient will track and report on achievement of the following accomplishments (outcomes) by program and in the aggregate during the period of this Contract:
 - 1. 8 households will receive longer term, high intensity rent assistance
 - 2. 13 households will receive mid-level intensity rent assistance
 - 3. 13 households will receive short-term, one time rent assistance
 - 4. 16 households will receive eviction prevention services coupled with other supportive services

Of all households placed or retained in permanent housing:

- 1. 90% will retain their housing 3 months following permanent housing placement and/or prevention services
- 2. 80% will retain their housing 6 months following permanent housing placement and/or prevention services
- 3. 70% will retain their housing 12 months following permanent housing placement and/or prevention services

VI. General Terms and Conditions

- 1. The following general terms and conditions (the “Terms and Conditions”) apply to all Portland Housing Bureau’s (“PHB’s”) Subrecipient Contracts (the “Contract”). In the event that the Contract contains a provision that conflicts with a provision of the Terms and Conditions, the more restrictive provision will apply.

REPRESENTATIONS AND WARRANTIES

- 2. Subrecipient represents and warrants to PHB as follows:
 - A. **Authority.** Subrecipient has full power, authority, and legal right to execute and deliver the Contract and to incur and perform its obligations hereunder. The execution and performance by Subrecipient of the Contract has been duly authorized by all necessary action of Subrecipient.
 - B. **No Violations or Default.** No event has occurred and no condition exists with respect to Subrecipient that constitutes an Event of Default. Each of the following is an “Event of Default”:

- i. **Breach.** If Subrecipient breaches a material provision of the Contract, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Subrecipient receives written notice from PHB specifying the breach;
 - ii. **Assignment.** If Subrecipient makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within one hundred eighty (180) days after appointment;
 - iii. **Failure to Disclose; Misrepresentation.** Subrecipient's failure to disclose any material fact related to the Contract or upon discovery by PHB of any misrepresentations by, on behalf of, or for the benefit of, Subrecipient; or
 - iv. **Misuse of Funds.** It shall also be an Event of Default under the Contract, if Subrecipient uses any portion of the funds in a manner inconsistent with the Contract.
- C. **Litigation.** No action, suit or proceeding is pending against Subrecipient before any court or administrative agency, that purports to affect the legality, enforceability, or validity of the Contract; or
- D. **Compliance with Laws.** Subrecipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it. Any violation of such laws, rules, regulations, ordinances or orders shall constitute an Event of Default by Subrecipient.

AFFIRMATIVE COVENANTS

3. Subrecipient covenants and agrees as follows:

- A. **Performance of the Work.** Subrecipient shall perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
 - i. Contract Administration (24 CFR 570.502(b)). Subrecipient shall comply with the applicable provisions of the Code of Federal Regulations, 2 CFR 200 as concerns contract administration (2 CFR Subparts A, B, and C), administrative processes (2 FR 200 Subpart D), and cost principles (2 CFR Subpart E). All Subrecipients shall remain compliant with audit principles outlined in OMB Circular A-133 as well as with the new 2 CFR 200 Subpart F;

- ii. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by the City in order to be eligible to receive funds;
 - iii. DRUG-FREE WORKPLACE ACT OF 1998. Subrecipient shall maintain a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1998 and in accordance with requirements of 24 CFR Part 24 Subpart F;
 - iv. 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 Subrecipient, as it relates to the performance of employees engaged in the award and administration of contracts.
- B. **Changes in Anticipated Services.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PHB's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to PHB any unexpended funds received by Subrecipient.
- C. **Non-Discrimination; Civil Rights.** During the term of the Contract, Subrecipient shall comply with the following:
- i. The non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), the Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107);
 - ii. 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);
 - iii. The equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60);
 - iv. 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;
 - v. 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 in accordance with 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing five (5) or more assisted units.

- vi. The following provisions which must also be included in each subcontract, unless otherwise exempt:
- 1) **Non-discrimination.** 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. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices for a program set forth in Appendix B of the Regulations.
 - 2) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by 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 Subrecipient of Subrecipient's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
 - 3) **Information and Reports.** Subrecipient shall provide all information and reports required, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHB or any state or federal agency to be pertinent to ascertain compliance with 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, Subrecipient shall so certify to PHB or any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 4) **Records and Inspection.** Subrecipient shall keep proper books of account and records on all activities associated with the Contract (collectively, the "Records"). Subrecipient shall maintain the Records in accordance with generally accepted accounting principles and shall retain the Records for (5) five years after PHB makes final payments and all other pending matters are closed. Subrecipient shall permit PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect, review and make excerpts and transcripts of the Records with respect to the receipt and disbursement of funds received

hereunder. The authorized representatives shall have access to the Records at any reasonable time for as long as the Records are maintained. This Section shall survive the expiration of the term and any termination of the Contract and upon such termination Subrecipient shall promptly transfer all Records to PHB.

- 5) **Audits.** PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, may at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of the Contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and OMB Circular A-133.
- 6) **Political Activity.** Subrecipient shall not permit any of the funds, materials, property or services provided under the Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.
- 7) **City Recognition.** Subrecipient shall insure recognition of the role of PHB in providing services through the Contract. All activities, facilities and items utilized pursuant to the Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under the Contract.
- 8) **Indemnification.** Subrecipient shall hold harmless, defend, and indemnify PHB, the City of Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of the Contract. This duty shall survive the expiration or termination of the Contract.
- 9) **Insurance.** Subrecipient shall obtain and maintain in full force at its expense, throughout the term of the Contract and any extension periods, the required insurance identified below. PHB reserves the right to require additional insurance coverage as may be required by statutory changes during the term.

- a. **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under the Contract shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under the Contract shall maintain coverage for all subject workers.
 - b. **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - c. **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- 10) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
- 11) **Continuous Coverage;** Notice of Cancellation: Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to PHB. If the insurance is canceled or terminated prior to termination of the Contract, Subrecipient shall immediately notify PHB and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material

breach of the Contract and shall be grounds for immediate termination of the Contract.

RIGHTS AND REMEDIES UPON EVENT OF DEFAULT; TERMINATION

4. **Rights and Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may, at its option, exercise any one or more of the following rights and remedies:
 - A. **Termination for Cause.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may terminate the Contract for cause.
 - B. **Enforcement.** In the event that the Contract is terminated for cause, PHB may take one or more of the following actions:
 - i. **Repayment.** PHB may declare any funds disbursed to Subrecipient, to be immediately due and payable in full. To the extent that the Event of Default is in connection with the misuse of funds, PHB may declare any misused funds and to be immediately due and payable in full and, upon such declaration, Subrecipient shall pay to PHB the amount declared to be immediately due and payable. In addition, Subrecipient shall be required to provide all finished or unfinished documents, data, studies, and reports prepared by Subrecipient;
 - ii. **Termination of Funding Obligation.** PHB may terminate PHB's obligation to disburse additional funds to Subrecipient; and
 - iii. **Other Legal Remedies.** PHB shall have any other right or remedy available at law, in equity, or otherwise in such order and manner as it may select.
 - C. **Completion of the Work.** In addition, if the Contract is terminated for cause, PHB 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 Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then Subrecipient shall pay to PHB the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).
 - D. **Termination for Convenience.** PHB may, in accordance with 24 CFR 85.44, terminate the Contract for convenience.

MISCELLANEOUS

5. **Subcontracting.** If Subrecipient utilizes contractors to complete its work under the Contract, in whole or in part, Subrecipient shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Contract as specified herein.

However, Subrecipient shall remain obligated for full performance hereunder, and PHB shall incur no obligation other than its obligations to Subrecipient hereunder.

6. 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, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.
7. **Independent Contractor Status.** Subrecipient, and its contractors 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.
8. **Conflict of Interest.** No City officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof. Any City officer or employee that selected Subrecipient, participated in the award of the Contract or managed the Contract shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Contract, unless a written waiver is obtained from the City.
9. **Amendment/Changes.** PHB 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 Subrecipient's compensation, shall be incorporated in written amendments to the Contract. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
10. **Copyright.** If the Contract results in any copyrightable material or inventions, PHB reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
11. **Modification; Prior Agreements; Headings.** The Contract may not be modified or amended except by an instrument in writing signed by the parties. The Contract reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in the Contract are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.
12. **Successors and Assigns.** Subrecipient may not assign the Contract, in whole or in part, without the prior written consent of PHB. The Contract shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
13. **Governing Law, Jurisdiction, Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding the Contract must be brought

and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.

14. **Validity; Severability.** If any provision of the Contract is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of the Contract, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

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.

URBAN LEAGUE OF PORTLAND

CITY OF PORTLAND

DO NOT EXECUTE

DO NOT EXECUTE

Nkenge Harmon Johnson Date
President & CEO

Kurt Creager Date
Director
Portland Housing Bureau

APPROVED AS TO FORM:

Tracy Reeve Date
City Attorney

EXHIBIT B to Contract
Quarterly and Year-End Report

Subrecipient Name:	Urban League of Portland
Program Title:	Rent Assistance
Reporting Period: (check one)	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2015 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2015 <input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2016 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2016 <input type="checkbox"/> Year-End: July 1, 2015 to June 30, 2016

I. Progress towards outputs and outcomes

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
OUTPUTS						
# clients formerly homeless receiving intensive case management services						5
# clients served experiencing homelessness or unsafely doubled up						10
OUTCOMES						
# longer term households served						8
# mid-level households served						13
# short term households served						13
# households served with eviction prevention services						16
% PH retention – 3 mos.						90%
% PH retention – 6 mos.						80%
% PH retention– 12 mos.						70%

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Dawn Martin via email:

Dawn.Martin@portlandoregon.gov

Exhibit C to Contract
Unsafely Doubled Up Definition

Evaluating Doubled Up

Safe	Unsafe
No one is being abused; all household members feel safe in the home	Household members don't feel safe. Physical, Sexual or Emotional Abuse is taking place.
Everyone has an appropriate amount of space and their own sleeping area	Overcrowded; multiple adults in rooms; people living in rooms not meant as sleeping areas (garages, yards, laundry rooms, closets)
Everyone in the unit is on the lease or the house is owner occupied	Number of household members is putting the leaseholder in jeopardy
Families are choosing to living together for cultural reasons and/or are content to cohabitate for the foreseeable future	Cohabitation was meant to be a very temporary situation and there is pressure to leave immediately
Unit is safe and habitable	Unit has serious safety issues or is overcrowded to the point of posing a fire hazard
Household members contribute according to their means; expenses shared as per agreed.	Members of the household are being extorted or taken advantage of financially or in other ways
Adult children are otherwise safe but ready to find their own place.	Unit not accessible for family member with physical disabilities

**Exhibit D to Contract
City-Funded Personnel**

Program Title: Urban League of Portland – Rent Assistance

Position	FTE	Amount	Description
Program Supervisor	0.5	\$22,880	Supervises rent assistance program and provides training and guidance to Community Health Worker
Community Health Worker (CHW)	1.0	\$37,440	Provides program support, including, but not limited to, client outreach, processing applications for assistance, case management, and reporting.
Benefits		\$11,496	
TOTAL:	1.5 FTE	\$ 71,816	