

Subrecipient Contract
Contract No. 32001218
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City," and the Portland Housing Center (PHC), hereafter called "Subrecipient", to provide home buyer assistance to low income participants in the form of outreach, financial fitness classes, and home buyer education and counseling.

1. Effective Date and Duration

This contract shall become effective on July 1, 2015, and 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: Dana Ingram	Contract Manager: Sarah Forsythe-Insley
421 SW Sixth Avenue, Suite 500	3233 NE Sandy Blvd
Portland, OR 97204	Portland, OR 97232
(503) 823-3486	(503) 282-7744
(503) 823-2387 (fax)	(503) 736-0101 (fax)
Dana.Ingram@portlandoregon.gov	sarahf@portlandhousingcenter.org
	EEO expiration date: 06/19/2016
	Business License No.: 440588

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed a base award of \$75,000 in Community Development Block Grant Funds (CDBG), plus an additional amount of CDBG Program Income up to \$48,000 (\$21,399 actually earned in the 2014-15 fiscal year and \$26,601 projected earnings for the 2015-16 fiscal year), totaling \$123,000. The compensation requirements are contained in Section V. The **final invoice is due July 7, 2016.**

5. Reporting

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

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	Budget	2
Exhibit B	Invoice	1
Exhibit C	Quarterly & Final Project Report Form	1
Exhibit D	PHB Guiding Principles of Equity and Social Justice	1

I. Scope of Activities:

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

These activities meet the CDBG National Objective by benefiting Low and Moderate-Income households (24 CFR 570.208 (a)(2)) through Limited Clientele Activities, and they are eligible as a public service (24 CFR 570.201(e)).

A. Outreach:

Conduct culturally specific outreach and affirmative marketing efforts throughout Portland and Multnomah County:

1. Outreach or marketing activities, including homeownership and neighborhood fairs.
2. Social networking mediums.
3. E-newsletters, newspapers, radio, television, and websites to promote services.
4. Networking with friends, family, employers and former customers.
5. In all publicity associated with this contract, include information that the program is funded through the Portland Housing Bureau.

B. Home Buyer Counseling and Education

Provide a comprehensive multi-cultural, multi-lingual HUD-approved home buyer development program to residents of Multnomah County. The program participants must be at or below 80% MFI. (Any clients over 80% MFI must be served with funds from sources other than PHB.) The program includes the following activities:

1. Individual assessment of mortgage readiness based on the following 5 criteria:
 - a. Minimum median credit score of 620 or whatever the loan product requires.
 - b. Available down payment of 3.5% or whatever the loan product requires.

- c. Maximum Debt to Income ratio of 10% or whatever the loan allows.
 - d. At least 2 years of employment in the same field or in the field of their degree/training.
 - e. Completion of a HUD approved Homebuyer Education Class.
 - 2. Financial literacy courses (in English, and culturally specific courses for African American and Latino communities).
 - 3. An Individual Development Account (IDA) matched savings program;
 - 4. One-on-one customized home buyer counseling.
 - 5. 8 hour HUD-approved home buyer education classes (available in English, Spanish, and online for households with barriers to attending in-person classes.
 - 6. Providing access to experienced home buying professionals.
 - 7. The PHC funded down payment assistance for low to moderate income households (Mortgage Assistance Program).
 - 8. Providing access to affordable first mortgage products in-house (FHA, VA, USDA, conventional and Oregon State Bonds loans when available).
 - 9. Homeowner classes to promote sustainable homeownership: home maintenance and repair, and tax issues.
- C. Document Client Eligibility
Document eligibility of all low-income households by having clients complete and sign a verifiable income certification form, certifying the accuracy of the information reported. All clients served under this contract must be at or below 80% MFI.
- D. Fair Housing Act
Comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendments Act that prohibit discrimination in the provision of housing services based on race, color, religion, sex, national origin, disability, or on familial status (presence of child under age of 18, and pregnant women). (See also paragraph E on Non-Discrimination under section VI, General Contract Provisions.).
- E. Any changes to the Scope of Work, timeline, or budget of this project must be approved in writing by the City Project Manager.

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. Data will be updated by August 2015 and analyzed for disparities.

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.

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 1st 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. Specific actions will address any under-representation of people of color and other historically marginalized groups.

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.

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. Performance Measures:

A. Outputs:

1. 150 resident households in Multnomah County will complete home buyer education.
2. 350 distinct resident households in Multnomah County will complete home buyer counseling.
3. 65 resident households of Multnomah County will complete general financial literacy workshops geared toward home buyers.
4. 40 households will complete culturally-specific financial literacy workshops geared toward home buyers.

B. Outcomes:

1. 20 households will improve their mortgage readiness;
2. 100 households will become mortgage ready;
3. 20% of the households recorded in ServicePoint as receiving services in any fiscal year will purchase homes.

IV. Required Reporting:

- A. Quarterly and Final Project Reports – The Subrecipient will prepare quarterly reports summarizing the program outputs and outcomes achieved to date using the form provided in this contract. Quarterly reports are due 30 days after the end of the quarter except for the final quarter. Reports are due October 30, 2015, January 29, 2016, April 29, 2016 and **July 20th, 2016** (See Exhibit C for reporting forms). As necessary, the City Contract Manager may require small changes in the report, or additional reports within reason.
- B. Client Data Tracking – The Subrecipient will enter information on all client services and demographic information for all participant households in the City of Portland in the on-line database system ServicePoint, due at the same time as the quarterly reports. PHB will provide, free of charge, access, training and support for use of ServicePoint. Payment for invoices may be withheld until this information is entered into Service Point if it is not available by the time Quarterly and Final Project Reports are due.

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

1. Address upon entry into program
2. Zip code
3. Property identification number
4. Date of birth
5. Housing status (literally homeless, unstably housed, imminently losing housing, stably housed)
6. Age

- 7. Gender
- 8. Race
- 9. Ethnicity
- 10. Income
- 11. Percentage of MFI
- 12. Assistance provided
- 13. Whether the person is
 - a. Disabled
 - b. Female head of household
 - c. Over 62 years of age
 - d. US military veteran

V. Compensation and Method of Payment:

- A. The City will reimburse the Subrecipient for actual expenditures in accordance with the Budget (Exhibit A), upon submission of an itemized billing statement that includes back-up documentation.
- B. Net payment terms are set at 20 days for this Contract.
- C. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- D. Any changes to the approved budget must be authorized in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. Total compensation under this Contract shall not exceed ONE HUNDRED AND TWENTY-THREE THOUSAND DOLLARS (\$123,000).

VI. General Contract Provisions:

- 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 OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it shall comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments), A-133, 24 CFR 570.502(a) and all of 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments);
 - 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 and include such in each subcontract, including procurements of materials and leases of equipment, 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.

**COMMUNITY DEVELOPMENT BLOCK GRANT - TERMS AND CONDITIONS
SUBRECIPIENT CONTRACTS**

CFDA# 14.218

This document must have the City's provision attached in order to be complete document.

GENERAL CONDITIONS

1. GENERAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. CDBG NATIONAL OBJECTIVE.

The City certifies the activities carried out under this Agreement meets a CDBG Program National Objective defined in 24 CFR 570.208.

3. PROGRAM INCOME/PERSONAL PROPERTY.

For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.503 and 570.504 regarding program income. The Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract.

For Community Development Block Grant-funded projects, the Subrecipient shall return all program income to the City for receipt of funds. Program income will be made available to the Subrecipient for use within the contract period, and used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract. As specified in 24 CFR 570.500(a), program income monies should be used before CDBG entitlement monies.

All unused program income shall be returned to the City at the end of the contract period. Any interest from the U.S. Treasury is not program income and shall be remitted promptly to the City.

4. **EXPIRATION/REVERSION OF ASSETS.**

For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

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

5. **CIVIL RIGHTS AND FAIR HOUSING; EMPLOYMENT AND CONTRACTING OPPORTUNITIES** § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

The following requirements apply according to sections 104(b) and 107 of the Act:

- A. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1.
- B. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.
 - i. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

6. **ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT.** (a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19,

subpart 101-19.6, for general type buildings).(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

7. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 C36FR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
8. **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.
9. **FLOODPLAIN MANAGEMENT. 24 CFR Part 55** 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.
10. **NATIONAL FLOOD INSURANCE PROGRAM.** §570.605 Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.
11. **LEAD-BASED PAINT.** The Subrecipient agrees that any construction, rehabilitation and maintenance of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may

include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

12. POLITICAL ACTIVITY. (a) The following activities may not be assisted with CDBG funds:

- A. Political activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- B. The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

13. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.

14. ENVIRONMENTAL REVIEW. The City has met the requirements of the National Environmental Policy Act of 1959 under [24 CFR Part 58] for this contract.

15. HISTORIC PRESERVATION. With respect to applications for assistance under section 5318 of this title, the Secretary of the Interior, after consulting with the Secretary, shall prescribe and implement regulations concerning projects funded under section 5318 of this title and their relationship with--

- A. "An Act to establish a program for the preservation of additional historic properties throughout the Nation, and for other purposes", approved October 14, 1966, as amended [16 U.S.C. 470 et seq.]
and
- B. "An Act to provide for the preservation of historical and archaeological data (including relics and specimens) which might otherwise be lost as a result of the construction of a dam", approved June 27, 1960, as amended 570.605 [16 U.S.C. 469 to 469c-1]

16. **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.

PORTLAND HOUSING CENTER

DO NOT EXECUTE

 Peg Malloy Date
 Executive Director
 Portland Housing Center

CITY OF PORTLAND

DO NOT EXECUTE

 Kurt Creager Date
 Director
 Portland Housing Bureau

APPROVED AS TO FORM:

DO NOT EXECUTE

 Tracy Reeve Date
 City Attorney

EXHIBIT A
FY 2015-16 Home Buyer Education & Counseling

Table 1: Contract Budget

Category	PHB Award	Total Program Budget
Personnel		
Salaries	\$68,336	\$399,118
Benefits & Payroll Taxes	9,564	104,710
Total Personnel	\$77,900	\$503,828
Operating Expenses		
Equipment & Rental		
Rentals	\$2,410	6,024
Computer Technology	\$9,000	30,612
Mileage & Parking		1,500
Consultants	8,250	20,625
Miscellaneous - Program Supplies	2,500	28,080
Professional Services		
Other		77,666
Total Operating Expenses	\$22,160	\$164,507
Administrative Expenses		
Office / Facility Rent (direct)	6,162	\$17,605
Utilities (direct)	1,457	4,164
Office Supplies	2,795	7,985
Travel & Training	4,849	13,855
Audit Services	3,619	10,340
Insurance	4,058	12,437
Total Administrative Expenses	<u>\$22,940</u>	<u>\$66,386</u>
TOTAL BUDGET	\$123,00	\$734,721

EXHIBIT A
FY 2015-16 Home Buyer Education & Counseling

Table 2: Staffing

Position	PHB Funded FTE	PHB Award
Program Director (direct program)	0.40	29,837
Program Assistant (direct program)	0.25	9,671
Data Management Specialist (director program)	0.09	9,671
Home Buying Specialist (3) (direct program)	0.60	28,721
TOTAL PHB FUNDED STAFF BUDGET	1.34	77,900

Table 3: Other Funding Sources

Fund Source	Status of Funding (Received, Committed, or Pending)	Amount
Corporate Contributions	Pending	128,000
Foundations	Pending	155,000
Individual Donors	Pending	8,000
Government Contracts	Pending	160,000
NeighborWorks America	Pending	150,000
Program Income	Pending	82,800
Oregon IDA Program Support and Admin	Pending	131,529
Investment Earnings	Pending	1,200
TOTAL OTHER SOURCES		\$816,529

EXHIBIT B
Invoice

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

Request for Payment #: _____ Contract #: 32001218 Billing Period: _____

CDBG

CATEGORY	BUDGET	AMOUNT THIS INVOICE	BILLED YTD	BALANCE
Personnel	\$77,900			
Operating Expenses	22,160			
Direct Admin	7,619			
Indirect Admin	15,321			
TOTAL	\$123,000			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Preparer's Name & Title: _____ Date: _____

Signature

Email: _____ Phone: _____

Authorizing Signature: _____ Date: _____

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

EXHIBIT C
Quarterly and Final Project Report

Date Submitted:	
Subrecipient Name:	Portland Housing Center
Contract Number:	32001218
Program Title:	
Prepared by:	
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

I. Progress towards outputs and outcomes

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

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

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

Additional Questions for the Final Report Only

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

Reports are due according to the schedule listed in Section IV Required Reporting. Submit report to Dana Ingram via email: Dana.Ingram@portlandoregon.gov.

EXHIBIT D
PHB Guiding Principles of Equity and Social Justice

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

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

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

PHB will:

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