

SENT VIA EMAIL

**Expanded Partner Network Funding
Intergovernmental Agreement
City Agreement No. 30008581
Multnomah County Agreement No. _____
Emergency Rental Assistance Program – County FY 2023-24 ARPA**

This Intergovernmental Agreement (“Agreement”), effective July 1, 2023 (“Effective Date”), is between the City of Portland, a municipal corporation of the state of Oregon, and acting by and through the Portland Housing Bureau (“City” or “PHB”), and Multnomah County, a municipal subdivision of the state of Oregon (“County”). The City and County may be referred to jointly in this Agreement as the “Parties,” or individually as a “Party.”

RECITALS

- A. On June 8th, 2023, the Multnomah Board of County Commissioners approved the allocation of \$8,078,000 for the Multnomah County ARPA Phase One for rapid response eviction prevention, the emergency rent assistance program administered by the Parties, and spend down of ARPA funding according to values and collective community needs. The Phase Two allocation information will be available in October, 2023.
- B. Through this allocation, \$2.3 million in ARPA funding (the “Funding”) was earmarked for the City’s Expanded Partner Network (EPN) to improve and expand outreach, and overcome barriers to access for communities in need of rent assistance. The City manages the EPN rent assistance contracts.
- C. As more specifically set forth below, the Agreement sets forth the Parties’ understandings and agreements regarding the use by the City of the Funding it receives from the County hereunder.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions.

- 1.1. “Administrative Costs” means those costs for goods or services incurred by the City to support the EPN, as further described in **Section 4.2**.
- 1.2. “Funding” means the \$2.3 million of County ARPA funds earmarked for use by the EPN as part of County budget.

- 2. **Term & Termination.** The Agreement is effective as of the Effective Date and continues through June 30, 2024 (“Term”). The Parties may by mutual agreement extend the term of this Agreement beyond June 30, 2024.

2.1. **Termination.** The Agreement may be terminated at any time by agreement of the Parties that's set forth in writing and signed by both the Parties.

3. **Scope of Work.** As set forth in the Agreement, the City will use the Funding to provide rent and housing stability assistance to prevent evictions and prevent individuals from experiencing homelessness due to the financial and health impacts of COVID-19. The priority is to serve those experiencing the greatest adverse impacts from COVID-19, including but not limited to Black, Indigenous, and other People of Color and households with very-low incomes.

The City will be overseeing the contracting and managing the program administrative funds for the EPN to distribute Funding-based rent assistance, ensuring that all such funds are spent by June 30, 2024. The City will ensure EPN organizations are aligned with Home Forward's centralized rent assistance model where Home Forward processes all paperwork, sets up vendors in their system, pays landlord, and assigns funding sources. Home Forward will also send packets to the County's Department of County Human Services (DCHS) / Youth and Family Services (YFS) for data entry to ensure EPN's data is captured in ARPA reporting.

Specifically, the City will spend the Funding during the Term as follows:

3.1. **Rent Assistance** – \$1,857,235 is for rent assistance, which the County will remit directly to Home Forward, which will administer the program. The Funding will be distributed to pay for rent assistance applications submitted via the EPN agencies.

3.2. **Administrative Costs** – \$371,447 is for EPN Administrative Costs for providing intake and application assistance and are to be distributed by City in accordance with **Section 5.2**, below.

4. **Permitted Uses of Funding & Restricted Uses.** The Funding must serve Multnomah County residents (housed or unhoused) whose income is at or below 65% area median income and have a substantial risk of experiencing homelessness. Residents must meet population A or B requirements as reflected on the emergency rent assistance Program Guidelines and Application attached as **Exhibit 1**.

4.1. **Rent Assistance Guidance.** The Funding can be used for: (a) rent payments during the Term; (b) rent arrears; (c) security deposits; (d) application fees; and (e) utility payments if they are included in the rent and paid to landlord.

Ineligible expenses include: (a) payments for rent for periods beginning after the Term; (c) lease break fees; (d) direct utility payments; and (e) attorney and other legal expenses.

4.2. **Administrative Costs Guidance.** Administrative Costs are the City's direct costs for providing contract and program management services for the EPN related to its Funding-based rent assistance program, including intake and application assistance services.

5. **Payment.** The County will distribute the Funding to the City as follows:

5.1. **Rent Assistance Funds** – Funding for rent assistance programs will be distributed directly to Home Forward, the program's centralized payee, within 30 days of the Effective Date.

5.2. **Administrative Costs Funds** – Funding for EPN Administrative Costs will be distributed to the

City on a cost reimbursement basis up to an amount not to exceed \$371,447. The City will bill monthly which can include any catch up period. Monthly billings should be submitted to the County no later than three weeks following the end of the month. The City will support all amounts billed as Administrative Costs by actual costs. Direct administration costs must be accounted for in the Program budget and reconciled out upon completion. Requests for Reimbursement shall display 100% of the total project costs incurred during the period of the reimbursement.

6. Program Contacts.

Multnomah County:
Steven Cook,
Sr. Housing & Stability Program Specialist
Multnomah County DCHS - Youth & Family Services
Steven.Cook@multco.us
(phone) 503.307.5248

Portland Housing Bureau:
Bimal RajBhandary, Analyst
Portland Housing Bureau
Bimal.RajBhandary@portlandoregon.gov
(phone) 503.823.2377

Program Management. The County’s DCHS serves as the lead on programming the emergency rent assistance funding allocations, working in close coordination with PHB, and Home Forward.

7. Reporting.

- 7.1. **Biweekly and Annual Reports** – (a) Analysis of key outcome areas; and (b) Demographics of people awarded an Emergency Rent Assistance.
- 7.2. **Data Disclaimer** – HUD Universal Data Elements data categories will be used in this template for gender identity and race/ethnicity until county data teams develop regionally approved data categories that more accurately reflect the individual identities.

8. Risk Sharing.

- 8.1. **Notice.** If any third-party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third-Party Claim”) against a Party that one or more of the Parties may have liability, the Party against whom the Third-Party Claim was directed shall promptly notify the other Party in writing of the Third-Party Claim and provide the other Party with a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received.
- 8.2. **City Indemnity.** Subject to the conditions and limitations of the Oregon Tort Claims Act (OTCA) and the Oregon Constitution, the City shall indemnify and hold harmless the County and Metro, and their officers, agents and employees, or any of them from any and all claims, actions, suits, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any act or omission of the City, its officers, agents and employees, or any of them relating to or arising out of performing services described in this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County or Home Forward, and/or their officers, agents and employees, or any of them, or jointly against the Parties and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

- 8.3. **County Indemnity.** Subject to the conditions and limitations of the OTCA and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any act or omission of the County, its officers, agents and employees, or any of them relating to or arising out of performing obligations described in this Agreement prior to the Effective Date of this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the City, and its officers, agents and employees, or any of them, or jointly against the Parties and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- 8.4. **Indemnification By Services Providers.** After the Effective Date, the City will take reasonable steps to cause its services providers receiving payments from the Funding and that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and Home Forward and their officers, employees and agents from and against any and all claims and losses arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City's services provider or any of the officers, agents, employees or subcontractors of the services provider.

9. **General Provisions.**

- 9.1. **Cooperation Of Government Units.** This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement is an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for another Party.
- 9.2. **Access To, Maintenance of Records.** Each Party is allowed access to the books, documents and other Records of the other Party that are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. The Parties will retain, maintain, and keep accessible all Records for a minimum of seven years following Agreement termination, unless a longer period is required under law. The Parties will maintain financial Records in accordance with generally accepted accounting principles.
- 9.3. **Media Releases, Public Acknowledgment.** The Parties acknowledge the value in coordinating public communications about the Funding and will make reasonable efforts to provide notice to each other prior to issuing press releases, holding press conferences, or engaging in other pre-planned public communications about the program. The Parties will use reasonable efforts to notify each other prior to releasing communications between the Parties to the public. Similarly, each Party will make reasonable efforts to publicly recognize the other in any publications, media presentations, or other presentations relating to or describing Emergency Rent Assistance programs and services supported by Income Taxes, including and as applicable by providing a speaking opportunity for the elected official(s) for the district in which a Party-organized event occurs.
- 9.4. **Notice.** A notice or communication under this Agreement by a Party to another Party is sufficiently delivered if sent with all applicable postage or delivery charges prepaid by: (a) personal delivery; (b) sending a confirmed email copy (either by automatic electronic

confirmation or by affidavit of the sender) directed to the email address of the Party set forth below; (c) registered or certified U.S. mail, return receipt requested; or (d) delivery service or “overnight delivery” service that provides a written confirmation of delivery, each addressed to a Party as set forth in **Section 6**.

Each Party may specify a different address for subsequent notice purposes. Notice is deemed effective on the earlier of actual delivery or refusal of a Party to accept delivery, provided that notices delivered by email are not deemed effective unless the individual to whom an email is sent confirms receipt of the email.

- 9.5. **Successors; No Assignment, Third-Party Beneficiaries.** This Agreement binds each Party, its successors, assigns and legal representatives. Except as described herein, no Party may voluntarily assign or transfer its obligations to any third-party. Nothing in this Agreement provides any benefit or right to any non-party unless such third person is individually identified by name in this Agreement and expressly described as an “intended third-party beneficiary” of this Agreement.
- 9.6. **Adherence To Law.** The Parties will adhere to all applicable federal and state laws in all activities under this Agreement.
- 9.7. **Waivers.** No waiver made by a Party with respect to performance, or the manner or time of performance, of any obligation of another Party or any condition under this Agreement will be considered a waiver of any other rights of the Party making the waiver or a waiver by any other Party. No waiver by a Party of any provision of this Agreement will be of any force or effect unless in writing and no waiver may be construed to be a continuing waiver.
- 9.8. **Time Of The Essence.** Time is of the essence of this Agreement.
- 9.9. **Choice Of Law And Forum.** This Agreement will be construed in accordance with the laws of the state of Oregon and any action brought under this Agreement will be brought in Multnomah County, Oregon, if in state court, and in the United States District Court for the District of Oregon in Portland, if brought in federal court.
- 9.10. **Modification Or Amendment.** This Agreement may only be modified or amended by a writing signed by each of the Parties. For the purposes of this **Section 10.10**, the City expressly authorizes the PHB Director or their designee to execute modifications and amendments hereto that do not increase costs or allocate additional risk to the City. No modification or amendment to any provision of this Agreement may be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to another Party’s performance or failure to perform, or any failure or delay by any Party to enforce its rights.
- 9.11. **Headings.** Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting its provisions.
- 9.12. **Counterparts; Electronic Transaction.** This Agreement may be executed in counterparts, each treated as an original, and the counterparts will constitute one document. The Parties agree that they may conduct this transaction, including any amendments or extension, by

electronic means including the use of electronic signatures and facsimiles.

- 9.13. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding does not invalidate or render unenforceable any other provision of this Agreement.
- 9.14. **Construction And Interpretation.** To the extent consistent with the context, words in the singular include the plural, words in the masculine gender include the feminine gender and the neuter, and vice versa. All provisions of this Agreement have been negotiated at arm's length, and this Agreement may not be construed for or against any Party by reason of the authorship or alleged authorship of any provision of this Agreement.
- 9.15. **Implementation.** The Parties agree to take all actions and execute all documents necessary to effect the terms of this Agreement.
- 9.16. **No Attorney Fees.** Each Party is responsible for its own attorneys' fees and expenses to enforce any term of this Agreement in the event any arbitration, action or proceeding (including any bankruptcy proceeding) is instituted.
- 9.17. **Relationship Of Parties.** Nothing in this Agreement nor any acts of the Parties under this Agreement may be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between the Parties.
- 9.18. **Force Majeure.** Neither Party shall be in default of the Agreement by reason of any failure or delay in the performance of its obligations where such failure or delay is caused by circumstances or causes beyond a Party's reasonable control including, but not limited to, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

BY EXECUTION OF THIS CONTRACT, EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Multnomah County

**City of Portland by and through the
Portland Housing Bureau**

By: *[Do Not Execute]*

By: *[Do Not Execute]*

Printed: Jessica Vega Pederson

Printed: Carmen Rubio

Title: Chair, Board of County Commissioners

Title: City Commissioner

Date:

Date:

Multnomah County

City of Portland

By: *[Do Not Execute]*

By: *[Do Not Execute]*

Printed: Will Glasson

Printed:

Title: Sr. Assistant County Attorney

Title:

Date:

Date:

Exhibit A: Emergency Rent Assistance Program - ARPA Guidelines



Emergency Rent Assistance Program – ARPA

Program Guidelines

(Starting July 1, 2023)

The ARPA COVID-19 Emergency Rent Assistance Program provides rent assistance to prevent households from experiencing evictions and homelessness due to financial strain compounded by the impacts of COVID-19. The priority is to serve communities experiencing the greatest adverse impacts from COVID-19, including but not limited to Black, Indigenous, and other People of Color (BIPOC), and eligible households facing imminent eviction due to nonpayment of rent. The program includes funding from the ARPA Emergency Rent Assistance Program.

According to the Treasury guidelines, this federal program presumes low-or-moderate income households or communities to be impacted by the pandemic, and that they are presumed to be eligible for emergency housing assistance from this fund. Households at or under 65% area median income are considered eligible for this funding.

These funds can serve households who are in rental housing or unhoused; and can pay for the following eligible expenses: arrears, current or future rent payments (**up to 6 months total**). Assistance must be for units within Multnomah County limit. Funds are not eligible to pay for mortgage payments, utilities, or direct cash assistance.

ARPA funds should prioritize eviction prevention with a focus on payment of rental assistance allowable back to July 2021. Households who have received termination/eviction notices for nonpayment of rent will be prioritized for the program. Arrears, current and future rents can be paid within the enclosed program guidelines.

The federal deadline for funds to be spent is December 31, 2024; however, adjustments might be needed based on changes federal guidance for the ARPA funds. Further instructions on application deadlines will be communicated via the funding point person.

Identification Verification:

All adult (over the age of 18) household members must submit a valid form of identification. Acceptable forms are as follows: Federal ID (Military ID, Passport, Social Security Card), State Issued ID (License, DMV issued ID), IDs Issued by Foreign Governments.

Eligible Households:

To be eligible for the program, households must meet both requirements below. There is no citizenship requirement for these funds.

1. **Resident of Multnomah County – housed or unhoused**
2. **Household income at or below 65% of Area Median Income (AMI)** o Income is based on snapshot of current income at time of application – the current gross income of all household members, or the household’s total income for the full calendar year before intake.

65% Area Median Income (effective until 4/2024)			
Household Size	65% Median	Household Size	65% Median
1	\$51,350	5	\$79,235
2	\$58,695	6	\$85,085
3	\$66,040	7	\$90,935
4	\$73,320	8	\$96,785

Source: [2023 AMI Rents PHB](#)

Eligible Expenses:

- Eligible expenses allowable back to July 2021
- Rent arrears, current, and future rent payments, up to 6 months maximum.
- Utilities paid to landlord (flat rate, pass through, or bill back) can be included in requested rent/rent arrears amount.
- Security, application fees and late fees

Not eligible: *utilities, mortgage payments, direct client assistance*

Not eligible: *expenses before July 2021*

Any passthrough legal fee, NSF (non-sufficient fund), or other fees charged by landlord may be reviewed by a case-by-case basis.

Assistance Limits & Priorities:

An eligible household may receive **up to 6 months maximum** of rent assistance with ARPA funds, including arrears, current rent, and future rent payments.

Preference:

A preference is in place for **households receiving a termination/eviction notice for nonpayment of rent.**

A household who meets this preference should be prioritized to receive ARPA funding. Prioritized households can receive ARPA assistance to clear their rent arrears (retro back to July 2021), plus the current month rent. (or up to 6 months of ARPA rent assistance, whichever is greater).

Prospective rents should be paid only after confirming that the resident is still housed. Bulk payments in advance should be avoided unless the agency in question can confirm that the resident will be housed for the duration of the disbursed assistance.

Intake Steps with Eligible Intake Households:

1. Conduct a Pre-Screening to have household provide verbal confirmation that they meet both eligibility requirements of the program:
 - ✓ Resident of Multnomah County (housed)
 - ✓ Household income at or below 65% Area Median Income (AMI)

2. Complete all forms of the ARPA Rent Assistance Application Packet (**Exhibit A**):
 - ✓ Intake Form:
 - Need to provide verification of income eligibility, with instructions provided on **Exhibit B: Steps to Verify Income Eligibility**
 - ✓ NW Social Service Connections' HMIS/CMIS Release of Information
 - ✓ Agreement to Assign Rental Assistance and Landlord Information Forms
 - (i.) W-9 for Landlord
 - (ii.) A Property Management Agreement (PMA) maybe requested for new landlord/vendor account.

3. Collect other required documents to submit together with the application packet. **Exhibit C: ARPA Rent Assistance Tenant Checklist of Documents** lists the required documents.

For STRA and Expanded Partners Networks:

4. Upload completed applications to the portal links provided by the City of Portland. See Exhibit D for links to the appropriate portal destination.

For Bienestar and other Multnomah County Programs:

5. Upload applications into the secure Google File Room provided by the Multnomah County Data Team

Important Notes on Documentation:

- **Documentation vs. Self-Attestation:** For many eligibility requirements, rent arrears and prospective rent assistance determinations, and other data collection needs, self-attestation may only be pursued after a satisfactory demonstration or explanation about why documentation is not available.
- **Documentation amidst the COVID-19 pandemic:** Due to social distancing measures, agencies may continue to use alternate methods to gather documentation (via phone, email, text messaging, mail, etc.) such as an email from a participant to verify information on a form, or a verbal confirmation in place of a signature. Agencies are required to have a written policy in place that describes their remote application and documentation process for review and approval. The policy must be applied equally with all applicants. The policy shall be made available upon request.
- **Data reporting guidance for organizations required by Federal law, regulation, or guidance to maintain client confidentiality, including adherence to the Violence Against Women Act (VAWA):** For organizations that have determined they are required by Federal law, regulation, or guidance to maintain client confidentiality (VAWA, and other regulations), Multnomah County will report coded entries in the place of client level information, including addresses, when completing client level reporting required by the U.S. Department of the Treasury. Organizations who report coded client level information will be required to retain client records and the associated coding for potential federal program auditing or monitoring, to the extent those conducting the audit or monitoring have the legal authority to review non-coded client level information.

The process for coded client level reporting is as follows:

1. Application packet is submitted to EAT for rent and arrears payments.
2. Data will be entered into the Service Point data system. Data entry will follow the organization's current data practices, a 'Coded Address' will be used in lieu of actual street address, however actual Zip codes will be entered.
3. Portland reports will use the coded address and other client level information to the United State Department of the Treasury as required by ARPA guidance.

Please contact the following individuals with questions:

Home Forward (STRA Network)

Name: Daisy Nguyen Phone:

503.802.8351

Email: CVRRPpartners@homeforward.org

Multnomah County (211, Bienestar de la Familia, Health Programs)

Name: Steven Cook

Phone: 503.307.5248

Email: steven.cook@multco.us

Portland Housing Bureau (Expanded Partners Network)

Please reach out directly to your PHB Contract Manager

Name	Thuan Duong	David Sheern
Phone	503.823.2361	503.823.4103
Email	Thuan.Duong@portlandoregon.gov	david.sheern@portlandoregon.gov

Exhibit B: Federal Requirements and Certifications

Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Generally applicable federal environment laws and regulations
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or

agencies thereto.

Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Subrecipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

False Statements. Subrecipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

By signing and submitting this Agreement, the Subrecipient **City of Portland**, certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature _____

Name _____

Title _____

Organization _____

Date _____

Appendix B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Subrecipient** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Subrecipient, **City of Portland**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Subrecipient's Authorized Official

Name (Printed)

Title

Date

OMB Approved NO. 1505-0271

Expiration Date: November 30, 2021

Appendix C

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please

visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Signature of Subrecipient's Authorized Official

Name (Printed)

Title

Date

Exhibit C: Information Required by 2 CFR 200.332

1. Federal Award Identification: [redacted]

(i) Sub-recipient name (which must match registered name in DUNS): 21.019

(ii) Sub-recipient's DUNS number: [redacted]

(iii) Federal Award Identification Number (FAIN): N/A

(iv) Federal Award Date: [redacted], 2021

(v) Sub-award Period of Performance: [redacted], 2021 through [redacted]

(vi) Amount of Federal Funds Obligated by this Agreement: _____

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: _____

(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation _____

(viii) **Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$** [redacted]

(ix) Federal award project description:

The American Recovery Plan Act (LFRF) program intended to provide support in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

(x) (a) Name of Federal Awarding Agency:

U.S. Department of Treasury

(b) Name of Pass-through Entity:

City of Portland, Oregon

(c) Contact information for Awarding Official:

(xi) CFDA Number and Program Name:

CFDA # 21.027 State and Local Fiscal Recovery Funds (LFRF)

(xii) Is Award Research & Development (R&D)? No

(xiii) Indirect cost rate for the Federal award: _____

(xiv) Match required: No

2. Subrecipient's indirect cost rate: [redacted]