

EXHIBIT A
Subrecipient Contract No. 32003330
Network for Oregon Affordable Housing
Land Acquisition Program

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City," and **Network for Oregon Affordable Housing (NOAH) ("NOAH")**, hereafter called "Subrecipient," for the provision of grants for land acquisition and pre-development activities to support affordable housing development.

1. Effective Date and Duration

This contract shall become effective on December 1, 2023, and shall terminate on June 30, 2025

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: Tanya Wolfersperger	Contract Manager: Ann Remmers
1900 SW Fourth Avenue, Suite 7007	1020 SW Taylor Street, Suite 585
Portland, OR 97201	Portland, OR 97205
(503) 823-3251	(503) 501-5682
(503) 823-2387 (fax)	
Tanya.Wolfersperger@portlandoregon.gov	annr@noah-housing.org
	EEO Confirmed Buyspeed #00014876
	Business License No. 00654135-2

3. Scope of Services

The statement of work is contained in Exhibit A.

4. Compensation

The amount of compensation shall not exceed \$5,153,525 in City of Portland General Funds. The **final invoice is due July 15, 2025.**

- A. The City shall reimburse the Subrecipient for actual expenditures in accordance with the budget (Exhibit E) and the invoice form (Exhibit F), upon submission of copies of receipts or other acceptable documentation. Acceptable documentation includes, but is not limited to, a detailed general ledger with reconciliation of accruals. Final invoice is due **July 15, 2025.**
- B. Net payment terms are set at 30 days for this Contract.
- C. Any changes to the approved budget must be authorized in writing by the City Contract Manager before any expenditure of funds in new amounts or line items.
- D. Total compensation under this contract shall not exceed Five Million One Hundred and Fifty-Three Thousand Five Hundred Twenty-Five Dollars (\$5,153,525).

5. Reporting

Reporting requirements are contained in Exhibit B. Equity reporting requirements are contained in Exhibit D. The final and quarterly report format is contained in Exhibit G. The **final report is due July 31, 2025**

6. Performance Measures

Expected performance measures, including outputs, outcomes and reporting requirements, are contained in Exhibit B.

7. List of Exhibits

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

Document	Description	No. of Pages
Exhibit A	Statement of Work	1
Exhibit B	Performance Outputs and Outcomes	1
Exhibit C	Terms and Conditions	7
Exhibit D	Equity Agenda	1
Exhibit E	Land Acquisition Program – Budget	1
Exhibit F	Land Acquisition Program – Invoice	1
Exhibit G	Quarterly and Final Project Report Form	7
Exhibit H	PHB Guiding Principles of Equity and Social Justice	1
Exhibit I	Land Acquisition Grant Term Sheet	3
Exhibit J	Affordable Housing Covenant template	#

8. 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. All other terms and conditions of this Contract, including any grant-related compliances, as applicable, are contained in Exhibit C.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Contract by electronic means, including the use of electronic signatures.

Contract Number: 32003330

Contract Title: Network for Oregon Affordable Housing Land Acquisition Program

CITY OF PORTLAND SIGNATURES

By: <<do not execute>> Date: _____
Bureau Director

By: N/A Date: _____
Elected Official

Approved:

By: N/A Date: _____
Office of City Auditor

Approved as to Form:

By: <<do not execute>> Date: _____
Office of City Attorney

Exhibit A. Statement of Work

The goal of the Land Acquisition Program is to support developers of affordable housing to secure land for future homeownership development, addressing the negative economic impacts of the COVID-19 pandemic by decreasing development costs and increasing access to homeownership opportunities for lower-income communities. The Subrecipient will provide the following services in conjunction with the Land Acquisition Program.

A. Communications and Program Outreach

- a. NOAH shall develop and implement an outreach plan to assure that all development organizations, including culturally specific, BIPOC owned and those serving communities of color, are aware of this Program.
 1. This outreach plan shall be shared with PHB for review and input.
- b. NOAH shall engage in conversations with developers and stakeholders, such as Housing Oregon members, and seek feedback on the grants available through the Program.

B. Application and Approval of Grants:

- a. NOAH shall serve as the central point of contact for any development organization seeking grant funds to acquire land for the future development of affordable for-sale homes to households with income at 80% of AMI or below located in the City of Portland.
- b. NOAH shall review and approve grant applications on a rolling basis per the criteria and general funding conditions in the Portland Land Acquisition Grant Term Sheet, attached to this agreement as Exhibit I.
- c. Upon execution of a grant award, NOAH shall ensure an affordability covenant will be documented in a recorded deed restriction, for no less than 99 years, and will remain upon transfer of ownership of the land.

Exhibit B – Performance Measures and Required Reporting

I. Performance Measures

A. Outputs:

1. In coordination with PHB, inform affordable housing developers about the Land Acquisition Grant Program and collect feedback, if provided.
2. NOAH shall also coordinate outreach efforts with Housing Oregon and other stakeholders to maximize the number of culturally specific and BIPOC-owned organizations contacted and to avoid duplication.
3. Track the number of grant applications received from culturally specific or BIPOC-owned organizations.
4. Track the total number of grant applications received and approved for both land acquisition and predevelopment activities.
5. Conduct additional outreach if unspent funds have not been granted by March 31, 2024, to make grants available for acquisition of property intended for regulated, affordable multifamily rental development.
6. Compile information outlined in Exhibit G about the organizations seeking grants through this Program, information about the future development project, including type of housing, affordability and population served.
7. Award grants for land acquisition based on terms and conditions of the Portland Land Acquisition Grant Fund Term Sheet.
8. Ensure an affordability covenant for no less than 99 years will be documented in a recorded Deed restriction for each acquisition completed using City of Portland General Funds.

B. Outcomes:

1. Affordable housing developers in the Portland Metro area, including culturally specific, BIPOC-owned and organizations serving communities of color, will know about the Portland Land Acquisition Grant Fund and how to apply for grants.
2. Land will be acquired in the City of Portland’s urban renewal areas that have, or will have, tax increment financing during the next 5 years.
 - a. At least one grant will be awarded for land acquired in East Portland
3. Future homeownership development will be targeted for homeowners earning up to 80% AMI.
 - a. An affordability covenant for no less than 99 years will be documented in a recorded Deed restriction and will remain upon transfer of ownership of the land.
4. Priority may be given to grant applicants providing housing outreach to underserved communities which may include, but are not limited to culturally specific organizations, BIPOC-owned businesses, and organizations serving communities of color.
5. Organizational, project and geographic information gathered under the scope of this contract will be used in refining and revising the outreach plan on a semi-annual basis throughout the duration of the Program.

II. 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 (Exhibit G). Quarterly reports are due 30 days after the end of the quarter except for the final quarter. (Reports are due October 31, 2023, January 31, 2024, April 30, 2024, and so forth up to and until the final

report due July 31, 2025.) As necessary, the City Contract Manager may require small changes in the report, or additional reports within reason.

Exhibit C Terms and Conditions

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 to the terms listed below. Subrecipient shall include the terms listed in Section 3 of this Agreement in all subcontracts, to the benefit of PHB when applicable.
 - A. **Performance of the Work.** Subrecipient shall perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
 - i. Contract Administration (24 CFR 570.502(b)). Subrecipient shall comply with the applicable provisions of the Code of Federal Regulations, 2 CFR 200 as concerns contract administration (2 CFR Subparts A, B, and C), administrative processes (2 FR 200 Subpart D), and cost principles (2 CFR Subpart E). All Subrecipients shall remain compliant with audit principles outlined in 2 CFR 200 Subpart F;
 - ii. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by the City in order to be eligible to receive funds;
 - iii. DRUG-FREE WORKPLACE ACT OF 1998. Subrecipient shall maintain a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1998 and in accordance with requirements of 24 CFR Part 24 Subpart F;
 - iv. Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the Subrecipient, as it relates to the performance of employees engaged in the award and administration of contracts.
 - B. **Changes in Anticipated Services.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PHB's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to PHB any unexpended funds received by Subrecipient.
 - C. **Non-Discrimination; Civil Rights.** During the term of the Contract, Subrecipient shall comply with the following:
 - i. The non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), the Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107);
 - ii. Prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of

1973 (24 CFR 8);

- iii. The equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60);
- iv. The equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights;
- v. The Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women in accordance with 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing five (5) or more assisted units.
- vi. **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.

D. 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.

- E. **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.

- F. **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 five (5) 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.

- G. **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 provisions of 2 CFR 200, Subpart F.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- d. **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.
- e. **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) years 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.

Exhibit D. Equity Agenda

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. PHB's Guiding Principles of Equity and Social Justice are attached as Exhibit H.

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.

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

Annual Equity Reporting form is attached as Exhibit G-1.

**EXHIBIT E
LAND ACQUISITION PROGRAM BUDGET**

Budget Category	PHB Contract
Personnel	
Salaries, Benefits & Payroll Taxes	\$0
Total Personnel	\$0
Operating Expenses	
Equipment Expenditures	
Computer Technology	
Consultants, Subcontractors	
Miscellaneous Meeting Expenses	
Professional Services	
Total Operating Expenses	\$0
Administrative Expenses (directly or indirectly billed)	
Indirect Rate Billing (\$)	\$51,025
Total Administrative Expenses	\$51,025
Direct Client Assistance	
Grants for land acquisition and/or pre-development activities	\$5,102,500
Total Client Assistance	\$5,102,500
TOTAL BUDGET	\$5,153,525

EXHIBIT F
Network for Oregon Affordable Housing (NOAH)
FY 23/24 Land Acquisition Program
Invoice

Request for Payment #: _____ Contract #: 32003330 Billing Period: _____

General Funds

CATEGORY	BUDGET	AMOUNT THIS INVOICE	BILLED YTD	BALANCE
Personnel				
Operating				
Direct Client Assistance	\$5,102,500			
Admin Direct Costs				
Indirect Costs	\$51,025			
TOTAL	\$5,153,525			

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 G
Quarterly and Final Project Report

Date Submitted:	
Subrecipient Name:	Network for Oregon Affordable Housing (NOAH)
Contract Number:	32003330
Program Title:	Land Acquisition Program
Prepared by:	
Reporting Period (please select):	<input type="checkbox"/> 1st Quarter: July 1 to September 30, 2023
	<input type="checkbox"/> 2nd Quarter: October 1 to December 31, 2023
	<input type="checkbox"/> 3rd Quarter: January 1 to March 31, 2024
	<input type="checkbox"/> 4th Quarter: April 1 to June 30, 2024
Total Grants Awarded:	
Grant Amount Obligated:	Grant Amount Expended:

Progress towards Outputs and Outcomes

1. OUTREACH

- a. Provide a brief description of the outreach and communication activities that occurred during the reporting period to promote and inform organizations about the Portland Land Acquisition Grant Fund.
- b. How many culturally specific organizations and BIPOC-owned businesses applied for grants this reporting period?

2. LAND ACQUISITION PROGRAM GRANTS

Provide the following information for each grantee awarded funding during the reporting period. Grantee information may be submitted in Word or Excel formats.

- Grantee Name:
- Description of Award (i.e. use of funds, type of housing, affordability and population served):
- Award/Grant #
- Date of Grant Award:
- Grant Amount Obligated:
- Date Grant Expended:
- Grant Amount Expended:
- Zip code location:
- [Portland Maps address:](#)

3. GRANTEE DEMOGRAPHICS

- a. **For-Profit Grantees:** Submit the business name and owner’s race/ethnicity for each for-profit grantee awarded funding in the reporting period. Grantee demographics information may be submitted in Word or Excel formats.

Select All that apply:

- American Indian or Alaska Native
- Asian
- Black or African American

- Latinx or Hispanic
- Middle Eastern/North African
- Native Hawaiian or Pacific Islander
- White
- Other, please describe (optional)
- Prefer not to disclose

b. Non-Profit Grantees: Submit the organization name and approximate percentage of board members and staff that identify as Black, Indigenous or a Person of Color for each non-profit grantee awarded funding in the reporting period. Grantee demographics information may be submitted in Word or Excel formats.

- Organization Name:
- Percentage of Board that identifies as BIPOC:
- Percentage of Staff that identifies as BIPOC

Exhibit G-1
SUBRECIPIENT ANNUAL EQUITY REPORT

Name of Organization: _____

Name of Program: _____

Program Manager: _____

Program Manager Phone: _____

Program Manager Email: _____

PHB Contract Manager: _____

Sections I-IV ask you to report on your entire organization.

I. ORGANIZATIONAL COMMITMENT

Mission Statement:

Values and/or DEI statement (if your organization has one):

II. LEADERSHIP AND MANAGEMENT

Board of Directors: Please select one category for each Board member. If two or more races, select “multiracial.”

Race/Ethnicity	Number of Board Members
Asian	
Black/African American	
Latinx/Hispanic	
Middle Eastern	
Native American/Alaskan Native	
Native	

Hawaiian/Pacific Islander	
Slavic	
White	
Multiracial	
Decline to Answer	
Total (unduplicated #)	

Leadership/Management: Please select one category for each person. If two or more races, select “multiracial.”

Race/Ethnicity	Number of Leadership/Management
Asian	
Black/African American	
Latinx/Hispanic	
Middle Eastern	
Native American/Alaskan Native	
Native Hawaiian/Pacific Islander	
Slavic	
White	
Multiracial	
Decline to Answer	
Total (unduplicated #)	

Median Salary of *Leadership/Management* : _____

III. WORKFORCE

Staff (non-managerial): Please select one category for each person. If two or more races, select “multiracial.”

Race/Ethnicity	Number of Staff (non-managerial)
Asian	
Black/African American	
Latinx/Hispanic	
Middle Eastern	
Native American/Alaskan Native	
Native Hawaiian/Pacific Islander	
Slavic	
White	

Multiracial	
Decline to Answer	
Total (unduplicated #)	

Median Salary of Staff (non-managerial): _____

Section 4 asks about your organization. Please identify a combined total of 3 outcomes from Section 4 and Section 5.

IV. ORGANIZATION: OUTCOMES

- Please identify up to 2 (minimum of 1) workforce/organization centered *Outcomes* that advances racial equity in your workplace. Outcomes are “better off” measures. They propose how policy or program success would improve employee lives or experiences.
- Please articulate 1-3 *Action* steps that demonstrate steps necessary to achieve this outcome. *Action* steps are the procedures that will be put in place to deliver the proposed outcome.
- Finally, please propose a *Data Source*, or how you will measure this step (eg., administrative data, survey, interviews). The data source need not be one that is currently available or collected. **Please note: we are not asking you to collect data and report on these outcomes in Year 1.**

Example:

Outcome: Increase BIPOC employee recruitment, retention, and promotion rates.

Action 1: Assemble an organization Equity Council to advise leadership on workforce policies and practices.

Action 2: Develop or contract training on equity in recruitment, retention, and promotion.

Data Source: Employee administrative data

Outcome #1: _____

Action: _____

Action: _____

Action: _____

Data source/metric for Outcome #1: _____

Outcome #2: _____

Action: _____

Action: _____

Action: _____

Data source/metric for Outcome #2: _____

Sections V and VI ask about the PHB funded program you are contracted to deliver.

V. PROGRAM: DATA

Please provide the following information. Feel free to submit responses by answering all prompts below or providing a graphic (i.e. pie chart, line graph, etc.)

Please include program data for the following:

- Total intakes (applications)
- Total clients served (grants awarded)
- Percentage of clients served based on zip codes (include all zip codes served; at time of intake)
- Race & Ethnicity of clients served

VI. PROGRAM: OUTCOMES

- Please identify up to 2 (minimum of 1) client-centered *Outcomes* that advances racial equity in your program. Outcomes are “better off” measures. They propose how policy or program success would improve client lives or experiences.
- Please articulate 1-3 *Action* steps that demonstrate steps necessary to achieve this outcome. *Action* steps are the procedures that will be put in place to deliver the proposed outcome.
- Finally, please propose a *Data Source*, or how you will measure this step (eg., administrative data, survey, interviews). The data source need not be one that is currently available or collected.
Please note: we are not asking you to collect data and report on these outcomes in Year 1.

Example:

Outcome: Increase client well-being through housing stability.

Action 1: Set client well-being as a program outcome, define well-being for our program

Action 2: Assess program interactions and how to incorporate elements that uplift well-being (eg., interactions with staff, referrals and resources, etc.)

Data Source: Client Intake and Exit survey

Outcome #1: _____

Action: _____

Action: _____

Action: _____

Data source/metric for Outcome #1: _____

Outcome #2: _____

Action: _____

Action: _____

Action: _____

Data source/metric for Outcome #2: _____

EXHIBIT H

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. We recognize the ongoing impacts of Oregon’s history of housing discrimination and social injustice, and the need to address current-day disparities in access to resources, programs, and opportunities. 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 disparities in living conditions and less access to public goods, services, and resources.

PHB works to ensure equitable access to programs and resources by applying these **Guiding Principles of Equity and Social Justice** in policy- and decision-making.

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

EXHIBIT I: PDX LAND ACQUISITION GRANT TERM SHEET

Description: The Land Acquisition Fund provides grant monies through the Housing Bureau (PHB), acting on behalf of the City of Portland, to purchase land and/or complete predevelopment site work for the development of for-sale affordable housing. Preference will be given to projects located in TIF districts that have or will have funds available for housing development in the next five years.

Availability: Applications will be accepted on August 15, 2023, and then once per month on a rolling basis until all funds are awarded, but not later than December 31, 2024.

Acceptable Recipients: For- and non-profit entities including corporations, partnerships, limited liability companies, municipal or public corporations, or individuals that are duly authorized to conduct business in the state of Oregon. PHB will prioritize applicants providing housing outreach to underserved communities which may include, but are not limited to culturally specific organizations, BIPOC-owned businesses, and organizations serving communities of color.

Acceptable Property Types: Improved or unimproved land to be developed for for-sale affordable housing. Housing types include cottage clusters, common wall structures, and manufactured homes. Ownership can be structured as fee simple, land trust, or condominium.

Acceptable Uses: Funds may be used to pay for development activities that precede development or rehabilitation of affordable housing, including:

- Land acquisition. Recipients may use funds to acquire land for future development or within existing land acquisition programs for purposes of affordable housing investments, including those funded with CDBG or Section 108 Loan Guarantee Program funds.
- Predevelopment and site work. Grant funds may be used for predevelopment activity and site work in preparation for affordable housing development, including environmental assessments, feasibility designs and cost estimating work. Recipients planning to apply for or utilize federal funding sources, such as HOME or CDBG, for new construction should review HUD environmental review and planning requirements.

Minimum Affordability: Projects must be developed to support households at or below 80% or less of area median income as defined by HUD for a period of no less than 99 years. The affordability covenant will be documented in a recorded deed restriction and will remain upon transfer of ownership of the land.

Grant Amount: A total of \$5,102,500 in grant funds are available. Amount of grant for site acquisition cannot exceed \$100,000 per home to be developed, based on development feasibility and minimum density requirements. Lump sum grant awards for predevelopment site work expenses cannot exceed \$50,000 per site, as available.

Approved funds will be disbursed as a lump sum reimbursement upon receipt of required documents outlined in the General Funding Conditions and Underwriting Checklist.

Term: July 1, 2023 – December 31, 2024.

Fees: There are no fees to be charged in conjunction with the grant administration. Borrower is responsible for all transaction costs.

Maximum Forward Commitment: Funds are required to be committed and expended by 12/31/2024.

General Funding Conditions: The development is feasible as conceived based on proforma and other such project documents.

Proposed project conforms with current zoning/minimum density requirements.

Project has no environmental issues that would preclude, or unnecessarily delay, development.

There are no material impediments to development.

Project has a clean title or issues that can be easily resolved.

- Underwriting Checklist:**
1. Preliminary Title Report with copies of all exceptions
 2. Financial proforma for predevelopment funds as well as the future development inclusive of statement of sources and uses and project timeline
 3. Sponsor /General Partner financial information
 - a. Borrower Certification
 - b. Financial Statements for the last three fiscal years inclusive of Income and Expense Statement, Balance Sheet and Statement of Cash flows (preferably audited)
 - c. Year-to-date Financial Statement inclusive of Income and Expense Statement and Balance Sheet (dated within last three months)
 - d. Current year budget and projected budget for the next year
 - e. Statement of Contingent Liabilities
 - f. Schedule of Real Estate Owned (Form Attached)
 4. Appraisal
 5. Plans and Specifications, if available
 6. Purchase and Sale Agreement
 7. Environmental Phase I – from consultant with \$1 million in E&O Insurance
 8. Geotech Report, if applicable
 9. Development timeline

Borrower Reporting Requirements: Grant recipient will be required provide the following information upon funding:

1. If grantee is a business (for profit):
 - a. Race & ethnicity of business owner(s)
2. If grantee is a nonprofit:
 - a. Approximate percentage of staff who identify as BIPOC
 - b. Approximate percentage of board members who identify as BIPOC
3. Unique Entity ID (UEI) of grantee (12-character alphanumeric ID Assigned to an entity by SAM.gov)
4. Location of acquisition (zip code and [Portland Maps address](#))

Grant recipient will be required provide the following information quarterly until all grant funds are expended:

1. Amount and description (i.e., use of funds, type of housing, affordability and population served) of grant funds expended.
2. Copy of recorded deed of sale and deed restriction with affordability covenants that run with the land for no less than 99 years.

NOAH reserves the right to request more frequent reporting or such additional documentation as it deems necessary to adequately monitor project operations.

Please be advised that this term sheet is provided for informational purposes only, does not constitute a commitment or any offer from NOAH and is subject to change at any time. Please contact NOAH for questions related to your request or if you require additional information

EXHIBIT J: Affordable Housing Covenant Template

<<to be inserted when finalized>>