

Agenda No. 265

ORDINANCE No.

*Authorize a subrecipient contract with Resolutions Northwest for \$150,000 for the provision of mediation services in support of stabilizing tenants (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Housing Bureau (PHB) Strategic Plan prioritizes preventing families from losing their homes, helping Portlanders from communities of color buy a home, and providing a safety net that includes shelters and other short term supports for low-income Portlanders who are homeless or at risk of homelessness.
2. As part of implementing Strategic Plan goals, PHB used a competitive Request for Qualifications (RFQ) to identify organizations that are qualified to provide mediation services through the Landlord-Tenant Mediation Pilot Project. The goal of this Pilot Project is to explore the impact of free mediation services on preserving housing stability for renters.
3. Six submissions were received and reviewed by an evaluation panel comprising both community members and PHB staff.
4. The panel selected the proposal submitted by Resolutions Northwest. PHB issued a notice and intends to contract with this firm for these services.
5. Funding is included in the City's FY 2020-2021 approved budget and will be available in PHB's FY 2020-2021 adopted budget in the amount of \$150,000 through the Rental Registration revenue (RR).

Introduced by
Commissioner Ryan

Bureau
Housing

Prepared by
Christina Dirks

Date Prepared
April 2, 2021

Requested Council Date
April 21, 2021

Requested Agenda Type
Regular
10 min requested

Date Filed with Clerk
April 13, 2021

6. Through this contract, Resolutions Northwest will perform intakes for 70 to 150 landlords or tenants for the Pilot Program and 70 to 100 mediations will be conducted through the Pilot Program. Resolutions Northwest will also oversee and track the distribution of \$70,000, less agreed upon administration fees, in financial assistance to help renters pay down any balances owed in a mediated agreement reached through this Pilot Project.

NOW THEREFORE, the Council directs:

- a. The Bureau Director or designee is authorized to execute a contract with Resolutions Northwest in the amount of \$150,000 in a form substantially similar to the contract attached as Exhibit A.
- b. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of this contract.
- c. The Mayor and Auditor are hereby authorized to make payments on this contract from the PHB operating fund budget.

Section 2. The Council declares that an emergency exists because the program funds must be obligated within required timeframes; therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by Council:

MARY HULL CABALLERO

Auditor of the City of Portland

By

Deputy

Action taken:

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

**Subrecipient Contract No. [SAP Contract Number]
Landlord-Tenant Mediation Pilot Program**

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City," and Resolutions NW, hereafter called "Subrecipient," for the provision of mediation services to landlords and tenants.

1. Effective Date and Duration

This contract shall become effective on April 1, 2021, and shall terminate on June 30, 2021.

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: Christina Dirks	Contract Manager: Sunsong Firedancer
421 SW Sixth Avenue, Suite 500	2538 NE Broadway, Suite A
Portland, OR 97204	Portland, OR 97232
(503) 865-6663	(503) 866-5662
(503) 823-2387 (fax)	
christina.dirks@portlandoregon.gov	sunsong@resolutionsnorthwest.org
	EEO Confirmed [Check on Buyspeed]
	Business License No. [Number from Revenue Website]

3. Scope of Services

Subrecipient shall perform services in accordance with the statement of work contained in Exhibit A.

4. Compensation

The amount of compensation shall not exceed \$150,000 in Rental Registration Funds. The compensation requirements are contained in Section I. The **final invoice is due Monday, July 5, 2021.**

5. Reporting

Subrecipient shall comply with the reporting requirements contained in Exhibit B, the equity reporting requirements contained in Exhibit D, and submit reports in accordance with the final and quarterly report format is contained in Exhibit G. The **final report is due Friday, July 23, 2021.**

6. Performance Measures

Subrecipient shall perform services in accordance with the expected performance measures, including outputs, outcomes and reporting requirements, contained in Exhibit B.

7. List of Exhibits

Exhibit A – Statement of Work

The goal of the Landlord-Tenant Mediation Pilot Program is to assess the impact of free mediation services to resolve landlord-tenant disputes in an effort to increase housing stability for tenants and avoid court filings. The Subrecipient will provide the following services in conjunction with the Landlord-Tenant Mediation Pilot Program.

A. Needs Assessment and Program Outreach

1. Resolutions NW shall perform a community needs assessment to assist in equity-focused program development.
2. Resolutions NW shall use their social media platforms, community partner network, and other methods to publicize the Landlord-Tenant Mediation Pilot Program.

B. Intake and Screening for Mediation Services:

1. Resolutions NW shall perform an intake on any landlord with a rental unit in the City of Portland or any tenant living in the City of Portland who is interested in mediation services to address a landlord/tenant matter. The intake shall include:
 - a. An assessment what additional services the participant may need, if any, in addition to, or in lieu of mediation.
 - a. Refer potential program participant to any other needed services identified through the intake process.

C. Mediation Services:

1. Resolutions NW shall schedule a mediation session if both landlord and tenant are willing to engage in mediation.
2. Resolutions NW shall provide both parties with a written summary of the rights and responsibilities of landlords and tenants that provides a high-level overview of the laws that may be applicable to their dispute in advance of mediation.
3. If mediation is successful in resolving the dispute, Resolutions NW shall assist the parties draft an agreement encompassing the resolution of the dispute to be signed by both parties.

D. Oversight of Financial Assistance:

1. Resolutions NW shall partner with an organization to distribute financial assistance to tenants at 60% AMI in order to pay down outstanding balances owed to the landlord and outlined in the mediated agreement reached through the Landlord-Tenant Mediation Pilot Program.
2. Resolutions NW, in partnership with the organization distributing financial assistance, shall develop a methodology for determining how and in what amounts the fund are awarded.

Exhibit B – Performance Measures and Required Reporting

I. Performance Measures

A. Output:

1. Increase the number of landlords and tenants in the City of Portland that are aware of the Landlord-Tenant Mediation Pilot Program.
2. Conduct intakes for 70-150 individuals for the Landlord-Tenant Mediation Pilot Program.
3. Perform 70-100 mediations for participants of the Landlord-Tenant Mediation Pilot Program.
4. Oversee and track the distribution of \$70,000 (less agreed upon administration fees) in financial assistance.

B. Outcomes:

1. 70% of mediations will result in a mediated agreement or otherwise be deemed successful.
2. Evaluating impact of mediation services: To understand both the interest for and the impact of mediations on housing stability for tenants, Resolutions NW shall survey participants at initiation, convening and post-mediation.
 - a. Survey questions will assess motivation for engagement or disengagement at each stage and impressions of the process.
 - b. Resolutions NW shall conduct follow-up interviews with consenting participants three (3) months after engagement with the program. Survey questions should include:
 - i. What impact mediation had on the landlord-tenant relationship
 - ii. Whether the tenant is still in the housing unit
 - iii. Was the agreement followed by the parties

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 30, 2019, January 30, 2020, April 30, 2020 and July 5, 2021. As necessary, the City Contract Manager may require small changes in the report, or additional reports within reason.
- B. Client Data Tracking – The Subrecipient will enter information on all client services and demographic information for all participant households in the City of Portland in the on-line database system ServicePoint, due at the same time as the quarterly reports. PHB will provide, free of charge, access, training and support for use of ServicePoint. Payment for invoices may be withheld until this

information is entered into Service Point if it is not available by the time Quarterly and Final Project Reports are due.

Subrecipient will submit the following program reports:

- Quarterly and Year-End report form (Exhibit G)
- Service Point: PHB – Participant Demographics Report

Exhibit C – Terms and Conditions

III. General Contract Provisions

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

REPRESENTATIONS AND WARRANTIES

2. Subrecipient represents and warrants to PHB as follows:
 - A. **Authority.** Subrecipient has full power, authority, and legal right to execute and deliver the Contract and to incur and perform its obligations hereunder. The execution and performance by Subrecipient of the Contract has been duly authorized by all necessary action of Subrecipient.
 - B. **No Violations or Default.** No event has occurred, and no condition exists with respect to Subrecipient that constitutes an Event of Default. Each of the following is an “Event of Default”:
 - i. **Breach.** If Subrecipient breaches a material provision of the Contract, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Subrecipient receives written notice from PHB specifying the breach;
 - ii. **Assignment.** If Subrecipient makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor’s committee appointed over it that is not removed within one hundred eighty (180) days after appointment;
 - iii. **Failure to Disclose; Misrepresentation.** Subrecipient’s failure to disclose any material fact related to the Contract or upon discovery by PHB of any misrepresentations by, on behalf of, or for the benefit of, Subrecipient; or
 - iv. **Misuse of Funds.** It shall also be an Event of Default under the Contract, if Subrecipient uses any portion of the funds in a manner inconsistent with the Contract.
 - C. **Litigation.** No action, suit or proceeding is pending against Subrecipient before any court or administrative agency, that purports to affect the legality, enforceability, or validity of the Contract; or
 - D. **Compliance with Laws.** Subrecipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it. Any violation of such laws, rules, regulations, ordinances or orders shall constitute an Event of Default by Subrecipient.

AFFIRMATIVE COVENANTS

3. Subrecipient covenants and agrees as follows:

- A. **Performance of the Work.** Subrecipient shall perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
- i. Contract Administration (24 CFR 570.502(b)). Subrecipient shall comply with the applicable provisions of 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. The following provisions which must also be included in each subcontract, unless otherwise exempt:
 - 1) **Non-discrimination**. Subrecipient, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices for a program set forth in Appendix B of the Regulations.
 - 2) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
 - 3) **Information and Reports**. Subrecipient shall provide all information and reports required, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHB or any state or federal agency to be pertinent to ascertain compliance with orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to PHB or any

state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Records and Inspection.** Subrecipient shall keep proper books of account and records on all activities associated with the Contract (collectively, the “Records”). Subrecipient shall maintain the Records in accordance with generally accepted accounting principles and shall retain the Records for (5) five years after PHB makes final payments and all other pending matters are closed. Subrecipient shall permit PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect, review and make excerpts and transcripts of the Records with respect to the receipt and disbursement of funds received hereunder. The authorized representatives shall have access to the Records at any reasonable time for as long as the Records are maintained. This Section shall survive the expiration of the term and any termination of the Contract and upon such termination Subrecipient shall promptly transfer all Records to PHB.
- 5) **Audits.** PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, may at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of the Contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and provisions of 2 CFR 200, Subpart F.
- 6) **Political Activity.** Subrecipient shall not permit any of the funds, materials, property or services provided under the Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.
- 7) **City Recognition.** Subrecipient shall insure recognition of the role of PHB in providing services through the Contract. All activities, facilities and items utilized pursuant to the Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under the Contract.
- 8) **Indemnification.** Subrecipient shall hold harmless, defend, and indemnify PHB, the City of Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of the Contract.

This duty shall survive the expiration or termination of the Contract.

- 9) **Insurance**. Subrecipient shall obtain and maintain in full force at its expense, throughout the term of the Contract and any extension periods, the required insurance identified below. PHB reserves the right to require additional insurance coverage as may be required by statutory changes during the term.
- a. **Workers' Compensation Insurance**. Subrecipient, its contractors and all employers working under the Contract shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under the Contract shall maintain coverage for all subject workers.
 - b. **Commercial General Liability Insurance**: Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - c. **Automobile Liability Insurance**: Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- 10) **Additional Insured**: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- 11) **Continuous Coverage**; Notice of Cancellation: Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without

thirty (30) days written notice from Subrecipient to PHB. If the insurance is canceled or terminated prior to termination of the Contract, Subrecipient shall immediately notify PHB and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Contract and shall be grounds for immediate termination of the Contract.

RIGHTS AND REMEDIES UPON EVENT OF DEFAULT; TERMINATION

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

MISCELLANEOUS

5. **Subcontracting.** If Subrecipient utilizes contractors to complete its work under the Contract, in whole or in part, Subrecipient shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Contract as specified herein. However, Subrecipient shall remain obligated for full performance hereunder, and PHB

shall incur no obligation other than its obligations to Subrecipient hereunder.

6. If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.
7. **Independent Contractor Status.** Subrecipient, and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
8. **Conflict of Interest.** No City officer or employee, during his or her tenure or for two (2) 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 C. Equity Agenda

I. Commitment to Equity Agenda

Access and Outcomes

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

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

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

Participants are strongly encouraged to review recent reports such as [State of Black Oregon](#), [State of Housing in Portland](#), [2017 Point-in-Time Count](#), the [Coalition of Communities of Color reports](#), and identify areas where they can make a community-wide impact in reducing disparities.

Organizational Equity Assessments and Plans

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

PHB will evaluate progress towards our goal of reducing and removing disparities in access and outcomes for communities of color, using [its racial equity roadmap](#).

Equity Core Component Areas and Goals

In FY 19-20, PHB expects organizational growth in six core component areas to further advance equity for communities of color. Subrecipients are required, at a minimum, to implement the following goals in each core component area:

1) Organizational Commitment

Utilize previously written statement and any subsequent updates or progress regarding the organization's approach to advancing racial and ethnic equity.

2) Leadership and Management

Demographic information on management, board and advisory group members will be collected and include race, ethnicity, gender and age. Subrecipients will report annual progress on actions to make boards and/or advisory groups more

proportionally representative and reflective of the racial and ethnic demographics of the client (or constituent) base.

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

3) Workforce

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

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

4) Community Access and Partnership

Subrecipients will report on progress made to demonstrate engagement with diverse partners and stakeholder groups that represent the client constituent base to inform program and policy decisions.

5) Data Metrics and Continuous Quality Improvement

Subrecipient will report client information disaggregated by race, ethnicity, gender, age, disability and income. Subrecipients will analyze data for access and outcome disparities by race and ethnicity and make measurable plans to reduce identified disparities in access and outcomes.

6) Subcontracting

Subrecipients will use a racial equity lens, or similar tool, to inform decisions on budgeting, programming and internal operations.

7) Reporting

Organizations must report on progress of these core elements, and other relevant actions or activities related to advancing equity, in an annual progress report of their Equity Plan. The report is due **July 20, 2020**.

**EXHIBIT D
LANDLORD-TENANT MEDIATION
PILOT PROGRAM BUDGET**

Budget Category	PHB Award	Total Program Budget
Personnel		
Salaries	30,000.00	150,000.00
Benefits & Payroll Taxes		5,182.97
Total Personnel	30,000.00	155,182.97
Operating Expenses		
Equipment Expenditures	0	0
Rentals	0	0
Computer Technology	0	3,000.00
Mileage & Parking	0	0
Consultants	0	15,000.00
Subcontractors	35,000.00	50,000.00
Miscellaneous Meeting Expenses	0	0
Professional Services	0	0
Other: [Specify] outreach	2,000.00	4,000.00
Total Operating Expenses	37,000.00	72,000.00
Administrative Expenses (directly or indirectly billed)		
Salaries	5,000.00	60,000.00
Benefits & Payroll Taxes	0	863.82
Office / Facility Rent	0	7,000.00
Utilities	0	832.00
Office Supplies	3,000.00	5,664.00
Travel & Training	0	15,000.00
Audit Services	0	5,000.00
Insurance	0	2,100.00
Indirect Rate Billing (\$)		
Total Administrative Expenses	8,000	96,459.82
Direct Client Assistance		
Specify: [Specify type of expenses expected]	75,000.00 rental assistance	
Total Client Assistance	75,000.00	
TOTAL BUDGET	150,000	323,642.79

TABLE 2: STAFFING DESCRIPTIONS AND AMOUNTS

Position Title and /or Description	Hourly Salary Rate	PHB Requested FTE	PHB Requested Dollar Amount
Mediation Co-Director	60,000 yearly	.5 FTE	30,000
TOTAL	60,000		30,000

TABLE 3: OTHER FUNDING SOURCES

Funding Sources	Status of Funding	Amount
OOCDR	Received	150,000.00
Direct Services	Invoiced	150,000.00
Office of Civic Life	Received	40,000.00
Constructing civic dialogues	Pending	75,000.000

EXHIBIT F
Resolutions NW FY 20/21
Landlord-Tenant Mediation Pilot Program
Invoice

Request for Payment #: _____ Contract #: [Contract No.] Billing Period: _____

Rental Registration Funds

CATEGORY	BUDGET	AMOUNT THIS INVOICE	BILLED YTD	BALANCE
Personnel				
Operating				
Direct Client Assistance				
Admin Direct Costs				
Indirect Costs				
TOTAL				

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
2020-21 Quarterly and Final Project Report

Date Submitted:	
Subrecipient Name:	
Contract Number:	
Program Title:	
Prepared by:	
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2020
	<input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2020
	<input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2021
	<input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2021

Progress towards Outputs and Outcomes

OUTPUTS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total (Year to Date)	Annual Goal
[List outputs here]						
						100%

As a part of this report provide a *brief* written response to the following questions **including accomplishments and challenges related to racial disparities or disparities for other underserved groups**:

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

Additional Questions for the Final Report Only

5. GAPS: Describe your analysis of participant demographics including race. Are there any disparities in access or outcomes? Do clients served report experiencing problems because of limitations of the program, or because of a lack of other services?

6. TRENDS: Describe trends in the work and the clients served.

7. SUGGESTED CHANGES: What changes would you recommend for the program and/or the contract?

Reports are due according to the schedule listed in Section IV Required Reporting. Submit report to Christina Dirks via email: christina.dirks@portlandoregon.gov. **This report is in addition to the annual Racial Equity Plan report.**

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

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

PHB will:

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

IMPACT STATEMENT

Legislation title: *Authorize a subrecipient contract with Resolutions Northwest for \$150,000 for the provision of mediation services in support of stabilizing tenants (Ordinance)

Contact name: Christina Dirks

Contact phone: (503) 865-6663

Presenter name: Christina Dirks

Purpose of proposed legislation and background information:

The Portland Housing Bureau requests City Council's approval to authorize \$150,000 in Rental Registration funds to further the goals of the Bureau's strategic plan through the development of a Landlord-Tenant Mediation Pilot Program. Through a competitive process, PHB has identified an organization for funding that provides equity-focused community-based mediation services. This organization has the capacity and qualifications to develop and administer this Pilot Program.

Financial and budgetary impacts:

The contract in this ordinance is comprised solely of Rental Registration funds. The funding source and allocation is authorized in the FY 20-21 Adopted Budget.

Community impacts and community involvement:

As required by federal regulations, a Citizen Participation Plan (CPP) describing the overall framework for public involvement was developed and adopted with the 2016-2020 Consolidated Plan. A series of hearing and public meetings were held regarding the development of the Plan, in all areas of the city to ensure access to a broad range of community members. Translation services were provided when requested. All hearings locations were accessible to persons with disabilities. All documents were posted on the Portland Housing Bureau website.

In addition to the CPP process, the Portland Housing Advisory Commission, the bureau's advisory body, and the Federal Funding Oversight Committee, a representative body of the three jurisdictions (Portland, Gresham, and Multnomah County), reviewed the Plan and its recommendations.

The selection of the organization to develop and administer the Landlord-Tenant Mediation Pilot Program was done through a public Request for Qualifications (RFQ). The Portland Housing Bureau's Rental Services Commission provided input on the program scope and provider qualifications contained in the Request for Qualification. Initial submissions were reviewed by staff from the Portland Housing Bureau and the Bureau of Development Services for minimum qualifications. After a request for further information from qualified respondents, submissions were then reviewed by an external review panel including individuals representing tenants, landlords and BIPOC community members. The external review panel was unanimous in their selection of this organization.

100% Renewable Goal:

Approval of this subrecipient contracts does not impact the City's total or renewable energy use.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
- NO:** Skip this section