

## Agenda No. 495

### ORDINANCE NO.

\*Authorize 18 subrecipient contracts for the provision of services in support of providing affordable housing in the amount of \$5,141,000 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Housing Bureau (PHB) 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. PHB has used a variety of competitive processes to identify organizations that provide a broad continuum of assistance and services for low-income renters and homeowners.
3. Prior to the beginning of a new fiscal year, PHB brings an ordinance for City Council's approval of subrecipient contracts for the following fiscal year.
4. In FY 2021-22 PHB will be entering into funding agreements with 17 non-profit organizations whose contract amounts exceed \$100,000 and are further described in Exhibit A.
  - o NAYA
  - o PCRI
  - o Hacienda CDC
  - o Latino Network
  - o Urban League
  - o Portland Housing Center
  - o Community Energy Project

#### **Introduced by**

Commissioner Ryan

#### **Bureau**

Housing

#### **Prepared by**

Christina Dirks

#### **Date Prepared**

May 26, 2021

#### **Requested Council Date**

June 23, 2021

#### **Requested Agenda Type**

Regular 10 minutes

#### **Date Filed with Clerk**

June 14, 2021

- Unlimited Choices
  - REACH
  - Legal Aid Services of Oregon
  - Community Alliance of Tenant
  - Impact NW
  - Fair Housing Council of Oregon
  - Metropolitan Public Defenders
  - Resolutions NW
  - Housing Development Center
  - Human Solutions
5. A template of the subrecipient contract is attached as Exhibit B, each contract will delineate a detailed scope of work, reporting requirements and performance measures particular to the objectives of the contracted services.
6. Funding is included in the City's FY 2021-2022 approved budget and will be available in PHB's FY 2021-2022 adopted budget in the amount of \$5,141,000 through General Funds, Rental Registration funds (RR), Tax Increment Financing (TIF), and Community Development Block Grant (CDBG).

NOW THEREFORE, the Council directs:

- a. The Bureau Director or designee is authorized to execute agreements with the organizations and for the amounts in Exhibit A, in a form similar to the contract attached as Exhibit B.
- b. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under this ordinance.
- c. The Mayor and Auditor are hereby authorized to make payments on these contracts 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 to ensure seamless service delivery in FY 2021-22; 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

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

**EXHIBIT A  
SUBRECIPIENT CONTRACTS FY 21-22  
OVER \$100,000**

<b>Organization</b>	<b>\$ Amount</b>	<b>Funding type</b>	<b>SAP Contract #</b>	<b>Activity</b>
<b>NAYA (MHAC)</b>	\$234,021	CDBG		Homebuyer education, counseling, and foreclosure prevention counseling.
<b>Portland Housing Center</b>	\$175,000	CDBG		Homebuyer education & counseling and One List Management
<b>Hacienda CDC</b>	\$145,979	CDBG		Homebuyer education, counseling, and foreclosure prevention counseling.
<b>Portland Community Reinvestment Initiative (PCRI)</b>	\$288,600	CDBG, Interstate Base TIF, N/NE TIF		Home retention counseling, and home repair services.
<b>Community Energy Project (CEP)</b>	\$530,000	CDBG, Lents TIF, Interstate Base TIF, N/NE TIF		Weatherization and energy efficiency improvements to offset energy costs for low-income households
<b>NAYA Home Repair</b>	\$250,000	General Funds		Home repair to stabilize neighborhoods in East Portland
<b>Unlimited Choices, Inc.</b>	\$704,000	CDBG, Lents TIF, Interstate Base TIF		Adapt-A-Home provides accessibility improvements. Mend-A-Home provides critical home repairs.
<b>Latino Network</b>	\$110,000	General Funds		Home Retention & small home repairs/financial assistance
<b>REACH</b>	\$592,000	CDBG, Lents TIF, Interstate Base TIF, Interstate TIF Lift		Community Builders Program
<b>Legal Aid Services of Oregon (LASO)</b>	\$239,000	RR		Legal Aid Services for low-income renters

<b>Community Alliance of Tenants (CAT)</b>	\$570,000	RR		Renter education, outreach, and advocacy
<b>Impact NW</b>	\$180,000	RR		Relocation assistance for households experiencing environmental or habitability hazards in their home
<b>Urban League</b>	\$342,000	RR		Culturally specific programming of Fair Housing enforcement services
<b>Fair Housing Council of Oregon</b>	\$100,000	RR		Fair Housing outreach, advocacy, education
<b>Metropolitan Public Defenders</b>	\$125,000	RR		Criminal and eviction expungement, Fair Housing enforcement
<b>Resolutions NW</b>	\$125,000	RR		Landlord and tenant mediation services
<b>Housing Development Center (HDC)</b>	\$330,400	RMP and CDBG		Management of the Risk Mitigation Pool (RMP) and Technical Assistance Program (TAP) for owners of Permanent Supportive Housing units and affordable, multi-unit rental housing.
<b>Human Solutions</b>	\$100,000	HOME		CHDO Operating Contract
<b>TOTAL</b>	<b>\$5,141,000</b>			

**Subrecipient Contract No. [SAP Contract Number]  
[Subject of Contract]**

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City," and [agency name], hereafter called "Subrecipient," for the provision of [services to be provided].

1. Effective Date and Duration

This contract shall become effective on [begin date], and shall terminate on [end date].

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.

PHB	Subrecipient
Contract Manager: [Name]	Contract Manager: [Name]
421 SW Sixth Avenue, Suite 500	[Street address or PO box]
Portland, OR 97204	[City, State, Zip]
(503) 823-[Extension]	[Phone number]
(503) 823-2387 (fax)	
[first.last]@portlandoregon.gov	[email address]
	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 \$[Amount] in [Funding Source(s) e.g., General Funds]. The compensation requirements are contained in Section I. The **final invoice is due [date in early July per F&A guidance]**.

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 [Date in July per Contract Manager preference]**.

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

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

Document	Description	No. of Pages
Exhibit A	Statement of Work	[#]
Exhibit B	Performance Outputs and Outcomes	[#]
Exhibit C	Terms and Conditions	[#]
Exhibit D	Equity Agenda	[#]
Exhibit E	[Program] – Budget	[#]
Exhibit F	[Program] – Invoice	[#]
Exhibit G	Quarterly and Final Project Report Form	[#]
Exhibit H	PHB Guiding Principles of Equity and Social Justice	[#]
[Exhibit I]	[Other policies, maps, forms, as required]	[#]

## **I. Compensation and Method of Payment**

- 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 **[Date in July per page 1]**.
- B. Net payment terms are set at **[# days, City default is 30]** 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 **[written out dollar amount, # in parentheses]**.

## **II. 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.

**[SUBRECIPIENT NAME]**

**CITY OF PORTLAND**

\_\_\_\_\_  
 [Name] Date  
 [Title]  
 [Subrecipient agency name]

\_\_\_\_\_  
 Shannon Callahan Date  
 Director  
 Portland Housing Bureau

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 City Attorney's Office

\_\_\_\_\_  
 Date

**Exhibit A – Statement of Work**

The Subrecipient will provide the following services in conjunction with [name(s) of program(s)].

A. [Activity title]:

1. [phrase starting with action verb, including]:
  - a. [list detailed actions, all beginning with action verbs]

B. [Activity title]:

2. [phrase starting with action verb, including]:
  - b. [list detailed actions, all beginning with action verbs]

(Insert as many activities as appropriate)

[If necessary, list special conditions the activities need to take into account that are not in the normal terms and conditions – e.g., preference policy or other intake mechanisms]



## Exhibit B – Performance Measures and Required Reporting

### I. Performance Measures

#### A. Output:

[Insert outputs, e.g., complete classroom training for 60 households; complete minor rehabilitation services for 59 homeowners in the City of Portland; respond to 100 hotline callers, etc].

1. [insert specific details for given outputs e.g., geographic location of home repairs]

#### B. Outcomes:

[insert desired outcomes e.g., 80% of clients will still be in homes 12 months after services are provided].

### 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 [Date in July as per page 1].) 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)
- [If applicable: 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.



[Insert other terms and conditions per grant funding source]

## **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**  
**[NAME] PROGRAM BUDGET**

**[ADD COLUMNS FOR MULTIPLE FUNDING SOURCES]**

Budget Category	PHB Award	Total Program Budget
<b>Personnel</b>		
Salaries		
Benefits & Payroll Taxes		
<b>Total Personnel</b>		
<b>Operating Expenses</b>		
Equipment Expenditures		
Rentals		
Computer Technology		
Mileage & Parking		
Consultants		
Subcontractors		
Miscellaneous Meeting Expenses		
Professional Services		
Other: [Specify]		
<b>Total Operating Expenses</b>		
<b>Administrative Expenses (directly or indirectly billed)</b>		
Salaries		
Benefits & Payroll Taxes		
Office / Facility Rent		
Utilities		
Office Supplies		
Travel & Training		
Audit Services		
Insurance		
Indirect Rate Billing (\$)		
<b>Total Administrative Expenses</b>		
<b>Direct Client Assistance</b>		
Specify: [Specify type of expenses expected]		
<b>Total Client Assistance</b>		
<b>TOTAL BUDGET</b>		

**TABLE 2: STAFFING DESCRIPTIONS AND AMOUNTS**

Position Title and /or Description	Hourly Salary Rate	PHB Requested FTE	PHB Requested Dollar Amount
[Position title]	[\$/hr]	[% of FTE]	[Amount]
[add lines as necessary]			
<b>TOTAL</b>			

**TABLE 3: OTHER FUNDING SOURCES**

Funding Sources	Status of Funding	Amount
[Names of sources]	[Pending, Committed, Received, Etc.]	
[Add lines as necessary]		

**EXHIBIT F**  
**[Subrecipient Name] [FY / ] [Program Name]**  
**Invoice**

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

**[Funding Source]**

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

*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**  
**2019-19 Quarterly and Final Project Report**

<b>Date Submitted:</b>	
<b>Subrecipient Name:</b>	
<b>Contract Number:</b>	
<b>Program Title:</b>	
<b>Prepared by:</b>	
	<input type="checkbox"/> 1 <sup>st</sup> Quarter: July 1 to September 30, 2019
	<input type="checkbox"/> 2 <sup>nd</sup> Quarter: October 1 to December 31, 2019
	<input type="checkbox"/> 3 <sup>rd</sup> Quarter: January 1 to March 31, 2020
	<input type="checkbox"/> 4 <sup>th</sup> Quarter: April 1 to June 30, 2020

**Progress towards Outputs and Outcomes**

<b>OUTPUTS</b>	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> 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 [Contract Manager] via email: [Email Address]. **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 18 subrecipient contracts for the provision of services in support of providing affordable housing in the amount of \$5,141,000 (Ordinance)

**Contact name:** Christina Dirks

**Contact phone:** (503) 865-6663

**Presenter name:** Shannon Callahan

**Purpose of proposed legislation and background information:**

The Portland Housing Bureau requests City Council’s approval to authorize \$5,141,000 in City General Funds, Tax Increment Financing (TIF) from urban renewal areas, Rental Registration funds (RR), and federal dollars to provide services in the community to further the goals of the Bureau’s strategic plan. Through various competitive processes, PHB has identified organizations for funding that provide a broad continuum of assistance and services for low-income homeowners and renters. Services they provide include emergency home repair, Fair Housing, Homeownership Counseling and Education and various services for renters and landlords.

**Financial and budgetary impacts:**

The contracts in this ordinance are comprised of multiple funding sources. The funding sources are authorized in the FY21-22 Adopted Budget. The sources and the respective amounts are summarized in the table below:

Organization	\$ Amount	Funding type	Activity
NAYA (MHAC)	\$234,021	CDBG	Homebuyer education, counseling, and foreclosure prevention counseling.
Portland Housing Center	\$175,000	CDBG	Homebuyer education & counseling and One List Management
Hacienda CDC	\$145,979	CDBG	Homebuyer education, counseling, and foreclosure prevention counseling.
Portland Community Reinvestment Initiative (PCRI)	\$288,600	CDBG, Interstate Base TIF, N/NE TIF	Home retention counseling, and home repair services.
Community Energy Project (CEP)	\$530,000	CDBG, Lents TIF, Lents TIF Lift, Interstate	Weatherization and energy efficiency improvements to

		Base TIF, N/NE TIF	offset energy costs for low-income households
<b>NAYA Home Repair</b>	\$250,000	General Funds	Home repair to stabilize neighborhoods in East Portland
<b>Unlimited Choices, Inc.</b>	\$704,000	CDBG, Lents TIF, Interstate Base TIF	Adapt-A-Home provides accessibility improvements. Mend-A-Home provides critical home repairs.
<b>Latino Network</b>	\$110,000	General Funds	Home Retention & small home repairs/financial assistance
<b>REACH</b>	\$592,000	CDBG, Lents TIF, Interstate Base TIF, Interstate TIF Lift	Community Builders Program
<b>Legal Aid Services of Oregon (LASO)</b>	\$239,000	RR	Legal Aid Services for low-income renters
<b>Community Alliance of Tenants (CAT)</b>	\$570,000	RR	Renter education, outreach, and advocacy
<b>Impact NW</b>	\$180,000	RR	Relocation assistance for households experiencing environmental or habitability hazards in their home
<b>Urban League</b>	\$342,000	RR	Culturally specific programming of Fair Housing enforcement services
<b>Fair Housing Council of Oregon</b>	\$100,000	RR	Fair Housing outreach, advocacy, education
<b>Metropolitan Public Defenders</b>	\$125,000	RR	Criminal and eviction expungement, Fair Housing enforcement

<b>Resolutions NW</b>	\$125,000	RR	Landlord and tenant mediation services
<b>Housing Development Center (HDC)</b>	\$330,400	RMP and CDBG	Management of the Risk Mitigation Pool (RMP) and Technical Assistance Program (TAP) for owners of Permanent Supportive Housing units and affordable, multi-unit rental housing.
<b>Human Solutions</b>	\$100,000	HOME	CHDO Operating Contract
<b>TOTAL</b>	<b>\$5,141,000</b>		

**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.

**100% Renewable Goal:**

Approval of these 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