

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7057

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE ADULT
WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2014-15**

WHEREAS, since July 2009, the City of Portland ("City") has provided the Portland Development Commission ("PDC") with resources to administer the Economic Opportunity Initiative ("EOI"), which includes an adult workforce development program aimed at low-income individuals with barriers to employment;

WHEREAS, Worksystems, Inc. ("WSI"), is a non-profit organization that coordinates workforce development programs in Multnomah and Washington counties;

WHEREAS, in 2013 PDC and WSI collaborated on the design of an adult workforce development system, known as the Economic Opportunity Program ("EOP"), that was informed by input from existing adult workforce development providers and other interested entities and individuals, and aligns the PDC and WSI adult workforce development programs;

WHEREAS, the EOP, which is administered by WSI with funding, input, and oversight from PDC, provides high quality, individually-tailored workforce development services to low-income individuals with barriers to employment; and

WHEREAS, PDC anticipates receiving approximately \$3,660,000 in General Fund and federal Community Development Block Grant funds from the City of Portland for the EOI in Fiscal Year ("FY") 2014-15 and further anticipates allocating approximately \$1,290,000 for adult workforce development programming in FY 2014-15.

NOW, THEREFORE, BE IT RESOLVED, that the PDC Board of Commissioners ("Board") hereby authorizes the PDC Executive Director to enter into a Subrecipient Contract with WSI substantially in the form attached hereto as Exhibit A, for approximately \$1,290,000 for the purpose of implementing and managing the EOI adult workforce development services (the "Subrecipient Contract");

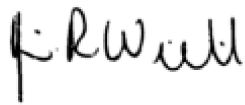
BE IT FURTHER RESOLVED, that the PDC Board hereby authorizes the Executive Director to execute amendments to the Subrecipient Contract up to an additional \$500,000 as needed and when such additional funding becomes available;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Subrecipient Contract prior to and subsequent to execution, so long as such changes do not materially

increase PDC's risks or obligations, as determined by the Executive Director in consultation with General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective 30 days after its adoption.

Adopted by Portland Development Commission on June 4, 2014

A handwritten signature in black ink, appearing to read "G. Wiedrick".

Gina Wiedrick, Recording Secretary

Subrecipient Contract
Contract No. xxxx
Economic Opportunity Initiative Adult Workforce Development

This Subrecipient Contract (“Contract”) is between the Portland Development Commission (“PDC”) and Worksystems, Inc., an Oregon non-profit corporation (“WSI” or “Subrecipient”) for the implementation of the Adult Workforce Development programs of the Economic Opportunity Initiative.

RECITALS

A. PDC is the recipient of funding from the City of Portland for the Economic Opportunity Initiative.

B. The purpose of the Economic Opportunity Initiative (EOI) is to help propel low-income people out of poverty through participation in two program elements: (1) youth and adult workforce development, which offers intensive training, placement, and advancement in specific career tracks, and life skills support, and (2) microenterprise development, which offers business technical and planning assistance, and life skills support, through a program of individual and peer mentoring.

C. In July 2013, WSI began implementation of a new adult workforce development system which was jointly developed by WSI and PDC. This system, known as the Economic Opportunity Program (“EOP”), ties long-term, relationship-based Vocational Case Management (“VCM”) and Industry-Specific Vocational Training (“ISVT”) services funded by PDC to workforce preparation, training, and employment resources funded by Worksystems through WorkSource Portland Metro (WSPM) – the region’s publicly-funded workforce development system. The EOP serves low-income adults facing multiple barriers to employment who want to engage in coaching, skill development, and training, as needed, to achieve their employment goal.

D. WSI will implement the EOP with Workforce Investment Act funds provided by the U.S. Department of Labor (“WIA Funds”) through the State of Oregon, Community Development Block Grant funds (“CDBG Funds”) awarded to the City of Portland by the U.S. Department of Housing and Urban Development and designated by the City as adult workforce funds and City of Portland General Fund (“City Funds”) designated as adult workforce funds.

E. PDC and WSI desire to enter into this Contract to set forth the terms and conditions under which PDC will provide CDBG Funds and City Funds to WSI for implementation of the EOP in FY 2014-2015.

Now therefore, the parties agree as follows:

AGREEMENT

1. Effective Date and Duration

This Contract shall become effective on July 1, 2014 (the “Effective Date”). Unless sooner terminated in accordance with its terms, this Contract shall terminate on June 30, 2015.

2. Contract Manager

Each party has designated a Contract Manager to be the formal representative for this Contract. All reports, notices, and other communications required under or relating to this Contract shall be directed to the appropriate individual identified below (“Contract Manager”).

WSI	PDC
Contract Manager: Patrick Gihring	Contract Manager: Kate Deane
1618 SW First Ave., Suite 450	222 NW Fifth Avenue
Portland, OR 97201	Portland, OR 97209
(phone) 503 478-7320	503-823-3313 (phone)
Email: pgihring@worksystems.org	Email: deanek@pdc.us
EEO: 5/2/16	
Business License: 440390	
Total Amount: \$1,294,935.00	

3. Scope of Work

Subject to the terms and conditions of this Contract and as described in greater detail below, Subrecipient will, during the term of this Contract, implement the adult workforce development services component of the Economic Opportunity Initiative as follows:

- A. Implement and manage a system of contracted adult workforce development services substantially in conformance with the standards and subject to the requirements set forth in Exhibit A – Key Elements of the Aligned Adult Workforce Development System. Subrecipient shall note “CFDA No. 14.218” on all contracts with contracted providers receiving CDBG Funds. The notation must appear on the face page of the contract in the upper right hand corner.
- B. Track in Subrecipient’s I-TRAC Information Management System the performance measures described in Exhibit A and all information necessary to meet the federal CDBG reporting requirements, including but not limited to, (i) race and ethnicity of each adult receiving workforce development services, (ii) the address of each adult, (iii) the income and income as a percentage of Median Family Income (as determined in accordance with Exhibit B) at commencement of services, for each adult, (iv) the adult’s status as a single head of household, (v) the total number of adult serviced by each contracted provider, and (vi) the adult’s hourly wage and hours per week of employment at commencement of services, the adult’s initial job placement and at the time of program exit.

- C. Maintain an EOP Policy Program Manual (“Program Manual”) that provides direction and guidance to the providers on the delivery of adult workforce development services in the EOP.
- D. Provide ongoing training and technical assistance to contracted providers on the aligned adult workforce development system, program policies, and the I-TRAC Information Management System and, for contracted providers receiving CDBG Funds, training on the Community Development Block Grant allowable costs as described in Section 5.
- E. Convene contracted providers on a monthly basis to discuss issues including: system implementation, best practices, challenges, opportunities for system improvement, and overall performance.
- F. Ensure contracted provider compliance with federal CDBG requirements, including but not limited to allowable costs, eligibility, recording keeping and reporting for those contracted providers receiving CDBG Funds.
- G. Acknowledge PDC’s role as a co-funder of the EOP in all publicity and collateral.
- H. Continue to seek investment from other funders to support growth and development of the EOP.
- I. Develop and deliver information reasonably requested by PDC regarding operation of the EOP, including but not limited to, information necessary to develop, maintain and update the city of Portland’s Consolidated Plan for use of CDBG Funds including a list of contracted providers receiving CDBG Funds and the amount thereof, written action plan updates, and Consolidated Plan amendments if the amount of CDBG Funds changes during the year.

4. Periodic Reporting/Partner Communication

PDC and WSI desire to maintain open and transparent communication about their mutual investments in the aligned adult workforce development system. In order to maintain this communication, and to ensure that periodic reporting needs are met:

- A. The WSI Contract Manager and PDC Contract Manager and key staff will meet at least quarterly to review progress and challenges of the new program.
- B. WSI will include the PDC Contract Manager in all monthly meetings with contracted providers.
- C. WSI shall appoint the PDC Contract Manager to WSI’s Regional One-Stop Committee which oversees the Economic Opportunity Program.
- D. WSI will provide the PDC Contract Manager with quarterly report on October 25, 2014; January 25, 2015; April 25, 2015 and July 25, 2015. The report will include:
 - a. A brief written narrative summarizing EOP accomplishments, activities and challenges;
 - b. Demographic data for the EOP as further described in Section 6 – Federal Funding;
 - c. Data on individual subrecipient performance as described in Exhibit A including:
 - i. Numbers of participants in the Intensive Phase of Service,
 - ii. Numbers of participants in the Retention and Advancement Phase of Service,

- iii. Number of participants utilizing WorkSource Portland Metro Services and type of service accessed, and
 - iv. Outcomes on Performance Measures.
- E. No later than July 25, 2015 and as part of the fourth quarter report required under Section 4(D) above, WSI will provide PDC with the following information:
- a. Demographic data for the EOP and for each of Subrecipient’s contracted providers receiving CDBG Funds for the year, as further described in Section 6 – Federal Funding.
 - b. Detailed year-end report showing demographics and outcomes for individual participants that have exited the system in Fiscal Year 2014-15 and individual participants that will continue service in Fiscal Year 2015-16. This report will include include information on participant wages at enrollment, current wages, and wages at program exit, or other outcome information agreed to by PDC. No identifying information will be provided on individual participants.

5. Compensation and Matching Resources

Subject to the terms and conditions of this Contract, PDC shall provide a maximum of \$1,294,935.00 to Subrecipient for performance of the work described in the Scope of Work above (“Funds”). Utilizing such Funds, Subrecipient shall provide workforce development services, as described in Exhibit A, to approximately 400 adults per year.

The CDBG Funds and City Funds will be disbursed to Subrecipient on an allowable cost reimbursement basis in accordance with and subject to the limitations of the budget attached as Exhibit C provided however that without amending this Contract, the PDC Contract Manager may transfer Funds from one Budget line item to another so long as such change does not result in an increase to the maximum Contract Funds. If the PDC Contract Manager transfers Funds as allowed by this paragraph, the PDC Contract Manager will immediately provide the WSI Contract Manager a revised Budget, which shall be deemed to replace Exhibit C to this Contract.

Subrecipient may use Funds only for allowable costs. For purposes of City, and CDBG, the PDC Contract Manager will disburse Funds to pay allowable costs necessarily incurred in performing the work described in the Scope of Work above in the delivery of services to City of Portland residents and, as to the CDBG Funds, allowable under the applicable federal regulations referenced in Exhibit D. Funds may only be used for allowable expenses. Costs of program administration and indirect program expenses are “allowable costs” only to the extent of available City Funds.

Requests for payment must be submitted to PDC in accordance with the invoice form provided by the PDC Contract Manager, as amended from time to time. Subrecipient may choose to submit invoices either monthly or quarterly. Except as provided in the following sentence, invoices must be submitted within 30 days of the end of the period (month or quarter) and must include program expenditures for the month (or quarter), by line item, and backup documentation. The final invoice for CDBG funded activities is due July 3, 2015. Subrecipient contracts between WSI and its contracted providers of adult workforce development services

must require that the service providers keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries and benefits, and other expenses.

In addition to any Funds available under this Contract, Subrecipient shall make available approximately \$1 million in WIA Funds to provide services described in Exhibit A, Section D, WorkSource Portland Metro Services.

6. Federal Funding

A portion of the funding provided by PDC under this Contract will be CDBG Funds from the U.S. Housing and Urban Development Department (“HUD”). Accordingly, Subrecipient agrees and acknowledges that it is considered a subrecipient of CDBG funds and, in performing services under this Contract, is subject to, and shall comply with, the federal law and regulations governing subrecipients of CDBG Funds, including but not limited to the limitations on the use of CDBG Funds.

Without limiting the generality of the preceding sentence, in performing services under this Contract, Subrecipient shall:

- A. Comply with the Standard General Conditions attached hereto as Exhibit D and cause its contracted providers receiving CDBG Funds (who are also considered subrecipients of CDBG Funds) to comply with the Standard General Conditions attached hereto as Exhibit D. Subrecipient may not provide CDBG Funds to a contracted provider unless the contracted provider: (i) has either a Community Based Development Organization (CDBO) certification (CFR Sec. 19 (c) 570.204) or written employer commitments, (CFR Sec. 105(a) 17) and (ii) has obtained and provided to Subrecipient a Dun & Bradstreet, or DUNS, Number.
- B. Cause its subcontracted providers to obtain from each adult receiving services financed with CDBG Funds, the information identified in Exhibit E attached hereto.
- C. Complete the EOI IDIS Set-up Form set forth in Exhibit F for each of Subrecipient’s contracted providers receiving CDBG Funds and for the EOP as a whole and submit to PDC no later than August 30, 2014.
- D. Complete the Quarterly Participant Demographics Form as set forth in Exhibit G for the EOP program and submit to PDC on October 25, 2014; January 25, 2015; April 25, 2015 and July 25, 2015. The PDC Contract Manager may substitute an alternative form of Exhibit G to conform with requirements of the PDC funding sources by providing such substituted form to the Subrecipient no later than the end of the quarter for which the form is due.
- E. Complete the EOI IDIS Close-out Form as set forth in Exhibit H for each of Subrecipient’s contracted providers receiving CDBG Funds and for the EOP as a whole, and submit to PDC on July 25, 2015. The PDC Contract Manager may substitute an alternative form of Exhibit H to conform with requirements of the PDC funding sources by providing such substituted form to the Subrecipient no later than the end of the 4th quarter.

- F. Provide monitoring oversight of Subrecipient’s contracted providers to ensure compliance with CDBG fund regulations, including, but not limited to, the following components:
- Desk monitoring
 - Assessment of cost reasonableness
 - Risk assessment
 - Contract file completeness
 - Performance of on-site monitoring visit(s) to at least ten percent of Subrecipient’s contracted providers receiving CDBG funds within the contract year.
- G. As needed, provide Subrecipient’s contracted providers with document templates and/or technical assistance in coordination with PHB and PDC to achieve program and monitoring activities in compliance with CDBG regulations.

7. Early Termination

At its sole discretion, PDC may terminate this Contract for any reason upon thirty (30) days written notice to Subrecipient. If PDC terminates this Contract under this Section 7, Subrecipient shall be entitled to receipt of payment as described in Section B of the Standard General Conditions (Exhibit D). This Contract may also be terminated as set forth in the Standard General Conditions.

8. Compliance with Laws

In connection with its activities under this Contract, Subrecipient shall comply with all applicable federal, state and local laws and regulations.

9. Amendments

PDC and Subrecipient may amend this Contract at any time only by written agreement executed by PDC and Subrecipient. Notwithstanding the immediately preceding sentence, without additional PDC Board approval, the PDC Executive Director is authorized to add up to \$500,000.00 to the total amount of the Funds, as and when such additional money becomes available.

10. Nondiscrimination

Subrecipient agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including but not limited to ORS 659.425 and those identified in the Standard General Conditions, and all regulations and administrative rules established pursuant to those laws.

11. Recycled Products

To the maximum extent economically feasible, Subrecipient shall make good faith efforts to use recycled products in connection with its performance under this Contract.

12. No Obligations to Third-Parties

No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

13. List of Exhibits

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

<u>Document</u>	<u>Description</u>
Exhibit A	Key Elements of the Aligned Adult Workforce Development System
Exhibit B	MFI Chart
Exhibit C	Budget
Exhibit D	Standard General Conditions
Attachment A to Exhibit D	Insurance Requirements Form
Exhibit E	Enrollment and Income Verification Form
Exhibit F	EOI IDIS Set-Up Form
Exhibit G	Quarterly Participant Demographics Form
Exhibit H	EOI IDIS Close-Out Form Workforce Programs

14. Waiver

No provision of this Contract shall be deemed to have been waived, modified or changed unless such waiver is in writing and signed by both parties. Such waiver, modification or change if made, shall be effective only in specific instances and for the purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

15. Approvals

Subrecipient and PDC, by the signature of their duly authorized representatives, hereby

acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions.

16. Survival of Certain Provisions

Section 4(D), (E) and (F) (with respect to reporting required after termination of this Contract), Section 5 (with respect to billings for work performed prior to termination of this Contract), and Sections G, H, I and J of Exhibit D shall survive termination of this Contract in accordance with their terms. The obligations and duties of this Contract related to the receipt and use of federal funds, or program income derived there from, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this Contract.

In witness whereof the parties have executed this Contract as of the dates set forth below their respective signatures.

**PORTLAND DEVELOPMENT
COMMISSION**

WORKSYSTEMS, INC.

By: _____
Patrick Quinton, Executive Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

PDC Legal

EXHIBIT A

KEY FEATURES OF THE ECONOMIC OPPORTUNITY PROGRAM

A. Target Population:

The target population for services will be low-income, City of Portland residents age 18 and older, who face multiple barriers to employment, have an immediate or near-term goal to become employed, and want to engage in coaching, skill development, and training, as needed, to achieve their goal of career pathway employment. Low-income is defined household incomes are at or below 50 percent Median Family Income (MFI).

B. Service Delivery:

WSI will contract with multiple workforce development providers to deliver supportive and individually tailored workforce development services to enrolled individuals for up to three years. Core services to participants includes:

- Individual career plan development
- Individualized vocational case management
- Career exploration
- Work readiness training
- Work experience placement and support
- Job search assistance and placement
- Retention and advancement supports after job placement

Providers who are delivering industry specific training will focus services around long-term occupational skills training and certification.

C. Service Delivery Stages:

The new adult workforce development system administered by WSI will include the following two phases of service delivery:

- Intensive Phase: The Intensive Phase of service includes: intake and enrollment; basic needs/support service coordination and provision; Career mapping; life skills and soft skills development and coaching; resource navigation and connection; structured peer support opportunities; population-specific job readiness services, navigation and connection to services through WorkSource Portland Metro (WSPM) ; job search assistance, job development and placement; and retention and advancement supports.
- Retention and Advancement Phase: The transition from Intensive Phase to the Retention and Advancement Phase happens when a participant finds employment that meets their career goal. The Retention and Advancement phase includes: proactive engagement with participants through regular meetings and check-ins, navigation and connection to

WSPM services, assistance addressing barriers that arise, and resource navigation and connection. The goal during this phase is for Vocational Case Managers to provide the coaching and supports necessary for participants to retain employment, advance on the job, or move to a new job with higher pay, better hours, or more benefits. In general, Vocational Case Managers will work with participants in the Retention and Advancement phase for one year. Monitoring of participant stabilization, addressing barriers that arise, and facilitating connections to support services as needed should happen across both phases.

Total length of time in the program will depend on participant progress in meeting career goals. Participants are able to receive individually tailored support across both program phases for a total of up to three years. Service periods slightly longer than three years are allowed and will be balanced by participants who meet their goals and exit the Program in shorter time.

D. WorkSource Portland Metro Services

WSI will make available to EOI participants at least \$1 million in workforce preparation, training, and employment services through WorkSource Portland Metro (WSPM). WSPM services are set-aside for low-income individuals with barriers to employment in Multnomah County. Services are available to address different skill levels, work histories, and career goals, and can be accessed by EOI participants to support their career plan.

WSPM services targeted for use by adult participants includes:

- Contextualized, cohort-based adult education
- Job Readiness courses
- Sector-based bridge training
- Short-term vocational training leading to employer-recognized certificates
- Occupational skills training leading to employer-recognized credentials
- Pre-apprenticeship programs and other targeted sector-based occupational training
- Internships
- On-the-job training
- Individualized job placement for certain industries and participants

E. WorkSource Liaisons

WSI will resource one or more WorkSource Liaison positions to support the smooth functioning of the EOP. They serve two major functions: 1) provide resources, support, training, and technical assistance to Vocational Case Management staff, and 2) assist WSI Contract Managers

and Vocational Case Managers in identifying system needs, problems and solutions. WorkSource Liaisons play a critical role ensuring that participants receive effective Vocational Case Management services, connect to WSPM services as needed, and achieve outcomes.

Performance Measures:

Contractor performance will be evaluated with the Progress and Success Indicators (below). These indicators are designed to demonstrate likely success in achieving the goal of entry into a career pathway job. The focus of adult programs should be providing high-quality career planning and support to help adult meet the end goal. Progress Indicators will be measured at the end of the Intensive Program Phase. Success Indicators will be measured at the end of the Retention and Advancement Phase. *Not all indicators will apply to every adult.* Applicable indicators will be based on each adult’s Individual Career Plan.

Success Measures
Attainment of unsubsidized employment
Attainment of career-track employment
Retention in employment
Advancement in employment as demonstrated by gain in earnings, wage, or benefits
Transition into Economic Opportunity Program Industry-Specific Vocational Training ¹
Progress Indicators
Attainment of industry-recognized credential
Attainment of National Career Readiness Certificate
Attainment of Target Industry Job Ready and Skills Standards

Reporting Requirements

All contracted providers must enter adult eligibility, eligibility, demographics, services and outcomes into the I-TRAC Information Management System.

EXHIBIT B

MFI CHART

2014 Median Income for a Family of Four:

\$69,400

Published by PORTLAND HOUSING BUREAU: 1/14/14

Effective: 12/18/13

HUD Median Income Percentages - issued by HUD for Section 8 and other non-LIHTC projects

Household Size	30%	40%	45%	50%	55%	60%	65%	80%	100%	120%
1	14,600	19,440	21,870	24,300	26,730	29,160	31,590	38,850	48,580	58,296
2	16,650	22,240	25,020	27,800	30,580	33,360	36,140	44,400	55,520	66,624
3	18,750	25,000	28,125	31,250	34,375	37,500	40,625	49,950	62,460	74,952
4	20,800	27,760	31,230	34,700	38,170	41,640	45,110	55,500	69,400	83,280
5	22,500	30,000	33,750	37,500	41,250	45,000	48,750	59,950	74,952	89,942
6	24,150	32,240	36,270	40,300	44,330	48,360	52,390	64,400	80,504	96,605
7	25,800	34,440	38,745	43,050	47,355	51,660	55,965	68,850	86,056	103,267
8	27,500	36,680	41,265	45,850	50,435	55,020	59,605	73,300	91,608	109,930

NOTES:

(1) 2014 Income levels have decreased based on HUD's calculations for the Portland-Vancouver-Hillsboro, OR-WA MSA1. The income schedule above is to be used for projects that DO NOT qualify for the HERA Special tables as published by HUD 12/18/2013. If you have multiple funding sources, you must use incomes and rents applicable to the most restrictive program requirements. Projects that have LIHTC and/or tax-exempt bond funding should refer to the applicable tables for your county found at:

http://www.ohcs.oregon.gov/OHCS/HPM_income_limits.shtml.

(2) Other 2014 MFI levels are based on the 4-Person Income Limit of \$69,400. The 1-Person family Income Limit is 70% of the 4-Person Income Limit, the 2-Person family Income Limit is 80% of the 4-Person Income Limit, the 3-Person family Income Limit is 90% of the 4-Person Income Limit. Each family size larger than four (4) is calculated by an 8% increase per HH member to the 4-Person Income Limit. (i.e., 5-Person = 108%; 6-Person - 116%; 7-Person = 124%; 8-Person = 132%, and so on.

Family sizes greater than 8

		Workforce Funds 510, 511	Micro Fund 512
Family	Each Family Calculator	50% MFI	80% MFI
9	140%	\$48,600	\$77,700
10	148%	\$51,400	\$82,150
11	156%	\$54,150	\$86,600
12	164%	\$56,950	\$91,050
13	172%	\$59,700	\$95,500
14	180%	\$62,500	\$99,900
15	188%	\$65,250	\$104,350

EXHIBIT C

BUDGET 2014-15

Adult Workforce Development	General Funds	CDBG	Total
Provider Contracts	\$281,027	\$792,349	\$1,073,376
Personnel	\$107,350		\$107,350
Materials/Services/I-Trac	\$9,800		\$9,800
Indirect	\$104,409		\$104,409
<i>Total Adult Workforce Development Funds</i>	<i>\$502,586</i>	<i>\$792,349</i>	<i>\$1,294,935</i>

EXHIBIT D

STANDARD GENERAL TERMS AND CONDITIONS

A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, PDC may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of PDC, become the property of PDC and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to PDC for damages sustained by PDC by virtue of any breach of the Contract by the Subrecipient, and PDC may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due PDC from the Subrecipient is determined.

B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, PDC and Subrecipient may terminate this Contract at any time by mutual written agreement. In addition, PDC may terminate this Contract as set forth in Section 7 of the Contract. If the Contract is terminated as provided herein, Subrecipient will be paid for the work performed up to the date of termination.

C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by PDC due to a breach by the Subrecipient, then PDC 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 the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to PDC the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to PDC under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by PDC, then the Subrecipient's remedy shall be limited to termination of the Contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, PDC shall provide the Subrecipient an opportunity for an administrative appeal to the Executive Director.

D. **CHANGES.** PDC 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 the Subrecipient's compensation, shall be incorporated in written

amendments to this Contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the PDC Contract Manager.

E. NON-DISCRIMINATION. During the performance of this Contract, the Subrecipient agrees as follows:

(a) The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

(b) The Subrecipient will comply with 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).

(c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

(d). The Subrecipient will comply with 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.

(e) Subrecipient will comply with 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 per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the “Subrecipient”) agrees as follows:

(1) Compliance with Regulations: The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as “the Regulations”), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The 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. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by

section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the 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 the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, , sex, sexual orientation, age, religion, disability, marital status, or family relationships.

(4) Information and Reports: The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the PDC or any state or federal agency to be pertinent to ascertain compliance with such Regulations, 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 the Subrecipient shall so certify to the PDC or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the PDC shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Subrecipient shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Subrecipient shall take such action with respect to any Subrecipient procurement as the PDC or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request the PDC to enter into such litigation to protect the interests of the PDC, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

F. SECTION 3: The Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

G. ACCESS TO RECORDS. PDC, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this Contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for five years after PDC makes final payments and all other pending matters are closed.

H. MAINTENANCE OF RECORDS. The Subrecipient shall maintain fiscal records on a current basis to support its billings to PDC. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for five years from the date of completion or termination of Contract. PDC or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work here under.

I. AUDIT OF PAYMENTS. PDC, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the four-year period established by Section H above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to PDC.

J. INDEMNIFICATION. The Subrecipient shall hold harmless, defend, and indemnify PDC and PDC's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.

K. INSURANCE. Subrecipient shall comply with the insurance requirements set forth in Attachment A to this Exhibit D.

L. [Section Intentionally Blank]

M. SUBCONTRACTING AND ASSIGNMENT. Other than subcontracts with subcontractors selected through the Request for Proposals process conducted by Subrecipient in consultation with PDC in April 2013 (which subcontractors PDC hereby approves for subcontracts), The Subrecipient shall not sub-contract its work under this Contract, in whole or in part, without the written approval of PDC. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this Contract, as if Subrecipient were performing the subcontracted portion itself. Notwithstanding PDC approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of PDC.

The subcontractor shall be responsible for adhering to all regulations cited within this Contract.

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, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

N. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subrecipients, subcontractors and employees are not employees of PDC and are not eligible for any benefits through PDC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no PDC officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No board of directors member or employee of the Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No PDC officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this Contract.

The 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 agency, as it relates to the performance of employees engaged in the award and administration of contracts.

P. **CONTRACT ADMINISTRATION,** 24 CFR 570.502(b). The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.

If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments), A-133, 24 CFR 570.502(a) and all of 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

Q. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon.

Any litigation between PDC and the Subrecipient arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

R. AVAILABILITY OF FUNDS. It is understood by all parties to this Contract that the funds used to pay for services provided herein are provided to PDC as a subgrant from the City of Portland of funds received by the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to PDC as a result of federal action or action by the City of Portland, PDC reserves the right to terminate the Contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this Contract.

T. COMPLIANCE WITH LAWS. In connection with its activities under this Contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Subrecipient shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

In the event that the Subrecipient provides goods or services to PDC in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City of Portland's Equal Employment Opportunity certification process.

U. PROGRAM AND FISCAL MONITORING. PDC shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by the PDC Contract Manager.

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

W. RELOCATION, ACQUISITION AND DISPLACEMENT. The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.

X. PROGRAM ACCESS BY THE DISABLED. The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

Y. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

INTEGRATION. This Contract contains the entire agreement between PDC and the Subrecipient and supercedes all prior written or oral discussions or agreements.

AA. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to PDC for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

BB. FLOOD DISASTER PROTECTION. The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of Contract.

CC. LEAD-BASED PAINT. The Subrecipient agrees that any construction, rehabilitation and maintenance of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

DD. FUND-RAISING. Funds provided under this Contract may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover

expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

EE. **PUBLICITY.** Publicity regarding the activities funded under this Contract shall note participation of the City through the Portland Housing Bureau.

FF. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

HH. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated PDC Contract Manager within 30 days of its completion.

II. **DRUG-FREE WORKPLACE.** The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.

JJ. **ENVIRONMENTAL REVIEW.** Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.

KK. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking

the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.

LL. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Subrecipient must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

MM. The Federal Funding Accountability and Transparency Act (FFATA) requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:
<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

ATTACHMENT A TO EXHIBIT D

INSURANCE

Insurance Requirements

Prior to execution of this Contract, Subrecipient must provide PDC with adequate certificates of insurances, consistent with the following requirements. The Subrecipient's insurance shall be primary insurance, and any insurance or self-insurance maintained by PDC and/or the City of Portland shall not contribute to it. During the term of this Contract, Subrecipient shall maintain in force at its own expense, each type of insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of Subrecipient and all subcontractors with one or more employees, unless exempt under ORS 656.027).

Required and attached or Subrecipient is exempt.

Certified by Subrecipient: _____
Signature/Title

If Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, Subrecipient agrees to timely renew its insurance before its expiration and Subrecipient agrees to provide PDC such further certification of worker's compensation insurance as renewals of said insurance occur.

If Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement, the Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Subrecipient shall constitute a breach of this Contract. Such a breach shall be cause for immediate termination of this Contract by PDC.

2. Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name "The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees" as Additional Insured with respect to the Subrecipient's services to be provided under this Contract. The limit of insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of this Contract. Notwithstanding the naming of additional insureds, the insurance shall protect each 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

insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

Required and attached or Waived

3. Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived

4. All Types of Insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Subrecipient or its insurer(s) to PDC. If the insurance is canceled or terminated prior to completion of the Contract, Subrecipient shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Failure to maintain required insurance shall be cause for immediate termination of this Contract by PDC.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Subrecipient shall furnish acceptable insurance certificates to the PDC at the time, or prior to the time, Subrecipient returns signed contracts. The General Liability certificate shall name “The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees” as additional insured but only with respect to the Subrecipient's services to be provided under this Contract. Insuring companies or entities are subject to PDC acceptance. If requested, complete copies of the insurance policy shall be provided to the PDC. The Subrecipient shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

EXHIBIT E

ENROLLMENT AND INCOME VERIFICATION FORM- EXAMPLE

Because this program receives public funds to cover part of its operating costs we are required to collect income and demographic information on our clients. We appreciate your willingness to assist us by completing the following form for our records.

Common Intake Information

Last Name _____ First Name _____
Birth date ____/____/____ Gender: Male Female
Home Address _____ City _____ Zip Code _____
Mailing Address _____ City _____ Zip Code _____
Business Address _____ City _____ Zip Code _____
Home# _____ Cell# _____ Email _____

Race/Ethnicity (please select all that apply):

- | | |
|---|---|
| <input type="checkbox"/> American Indian/Alaskan Native | Ethnicity: |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Hispanic <input type="checkbox"/> non-Hispanic |
| <input type="checkbox"/> Black/African American | |
| <input type="checkbox"/> Native Hawaiian/Pacific Islander | |
| <input type="checkbox"/> White | |
| <input type="checkbox"/> Other | |

Income

Annual **family** income \$ _____ Family Size _____

Characteristics (please select all that apply)

- | <i>PHB Race</i> | <i>Housing</i> | <i>Other</i> |
|---|---|--|
| <input type="checkbox"/> African | <input type="checkbox"/> Single Head of Household | <input type="checkbox"/> Disabled/Special Needs |
| <input type="checkbox"/> Middle Eastern | <input type="checkbox"/> In Transitional Housing | <input type="checkbox"/> Prior Criminal Conviction |
| <input type="checkbox"/> Slavic | <input type="checkbox"/> Homeless | |

- I understand that I am making a long-term commitment to remain in contact with program staff for on-going support and business development services. I will submit actual or estimated quarterly and annual financial information to program staff, and I will provide a copy of my tax return (that is relevant to determining business income) as soon as possible, no later than the end of my service.
- I hereby certify to the best of my knowledge that the information given herein is true and accurate and I understand that the information I have supplied is subject to verification.

SIGNATURE _____ Date ____/____/____

EXHIBIT F

EOI IDIS SET-UP FORM

(To be completed on each subrecipient receiving CDBG Funds & for the Economic Opportunity Program as a whole and sent to the PDC Project Manager by August 30, 2013)

#	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	<i>Contract Manager Phone Number</i>	
	<i>Is this an original Set-up? (Y or N)</i>	Yes
	<i>Is this a revision to a previous Set-up? (Y or N)</i>	No
	<i>Previous set-up activity name</i>	
	<i>GENERAL INFORMATION-ALL ACTIVITIES</i>	
1	CDBG National Objective Code (LMC)	LMC
	Performance Objective	Provide Economic Opportunity
2	Performance Outcome (choose either “Availability/Accessibility” or “Sustainability”)	Sustainability
3	Activity Name	
4	Activity Address (include zip code)	
5	Activity Description	
6	Contract period (begins/ends) (Initial Funding Date)	
7	HUD Matrix Code	05H - Adult workforce
8	CDBG Costs:	
	Program Delivery	
	General Administration	
	Indirect	
	Total	
9	<i>Proposed Accomplishment Type (People or Businesses)</i>	
10	<i>Will the Activity prevent homelessness? (Yes or No)</i>	
11	<i>Will the Activity help the homeless? (Yes or No)</i>	No (except if the program serves the homeless or formerly homeless).
12	<i>Will the Activity help those with HIV/AIDS? (Yes or No)</i>	No
13	<i>Will the Activity help persons with a disability? (Yes or No)</i>	No
	<i>ECONOMIC DEVELOPMENT</i>	
	<u>Workforce Activities</u>	
14	Number of people served in contract year	
	<u>Microenterprise Activities</u>	
15	Number of businesses served in contract year	

EXHIBIT G

Quarterly Participant Demographics Report
 (Revised 11/5/12)

(To be completed for the Economic Opportunity Program as a whole & sent to the PDC Project Manager on October 25, 2014; January 25, 2015; April 25, 2015 and July 25, 2015)

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

- Individuals, or**
- Heads of Households** (*the Head of Household is the person in the household with the largest income*).

Please make sure that totals of each category below match.

Total Number of Individuals or Households: _____

1. Gender

Gender	TOTAL Clients Receiving Services This Quarter
Male	
Female	
Total*	

*Total should add up to the total people or households served

2. Race or Origin

Purpose and Instructions: This section reports data on the race or origin of your clients. To ensure that accuracy exists, and to ensure that no one needs to enter the identity of “other” we ask that you define identity as specifically as you can. We do not include a “multiracial” category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

2a. Race and Origin (PHB)

Race (Required)	Total # Clients Receiving Services This Quarter
African refugee	
Middle Eastern	
Slavic	
Total	

2b. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

	Non-Hispanic	Hispanic	All
Race (Required)	Total # of Clients Receiving Services This Quarter	Total # of Clients Receiving Services This Quarter	Total # of Clients Receiving Services This Quarter
White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native, & African American/Black			
Other			
Total*			

*Total should add up to the total people or households served

3. Income

Income (Required)	Total # Clients Receiving Services This Quarter
Over 80% of MFI	
51-80% of MFI (Moderate Income)	
31%-50% of MFI (Low)	
0%-30% of MFI (Extremely Low)	
<i>Total Low/Moderate Income</i>	
Total*	

*Total should add up to the total people served

Exhibit H

**EOI IDIS Close-Out Form
 Workforce Programs
 Revised (6/2013)**

(To be completed on each subrecipient receiving CDBG Funds & for the Economic Opportunity Program as a whole and sent to the PDC Project Manager by July 25, 2015)

Complete a copy of this report for each of the different activities funded under this contract.

1. **Activity Name:**
2. **Closeout Narrative:**
3. **Total Number of Individuals:** _____

Demographics

4a. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	Non-Hispanic Year-To-Date	Hispanic Year-To-Date	Total Year-To-Date
White			
Black/African American			
American Indian/Alaskan Native			
Asian			
Native Hawaiian/ Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & African American/Black			
Other			
Total*			

*Total should add up to the total people served

4b. Income

Income (Required)	Total Year-To-Date
Extremely Low 0%-30% MFI	
Low 31-50% of MFI	
Moderate Income 51%-79% of MFI	
Over 80% of MFI	
<i>Total Low/Moderate Income</i>	
Total*	

*Total should add up to the total people served

4c. Other

Other	Total Year-To-Date
Female Head of Household (Required)	

RESOLUTION NO. 7057

RESOLUTION TITLE:

AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC., TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE ADULT WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2014-15


Adopted by the Portland Development Commission on June 4, 2014

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Aneshka Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Charles Wilhoite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.

	<p>Date:</p> <p style="text-align: center;">July 9, 2014</p>
<p>Gina Wiedrick, Recording Secretary</p>	