

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7191**

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,  
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE ADULT  
WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2016-17**

**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 \$4,310,000 in general fund and federal Community Development Block Grant funds from the City for EOI in fiscal year (“FY”) 2016-17 and further anticipates allocating approximately \$1,221,116 for adult workforce development programming in FY 2016-17.

**NOW, THEREFORE, BE IT RESOLVED**, that the PDC Board of Commissioners (“Board”) hereby authorizes the Executive Director to enter into a Subrecipient Contract with WSI substantially in the form attached hereto as Exhibit A, for approximately \$1,221,116 for the purpose of implementing and managing the EOI adult workforce development services (the “Subrecipient Contract”);

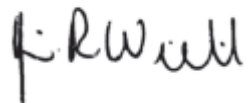
**BE IT FURTHER RESOLVED**, that the PDC Board hereby authorizes the Executive Director to execute amendments to the Subrecipient Contract up to an additional \$500,000 as needed and when such additional funding becomes available;

**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 immediately upon its adoption.

Adopted by the Portland Development Commission on June 8, 2016

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

---

Gina Wiedrick, Recording Secretary

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7191**

**EXHIBIT A**

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,  
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE ADULT  
WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2016-17**

Exhibit A includes this cover page and contains 27 pages:

- Subrecipient Contract, Contract No. 7045-07, Adult Workforce Development, CFDA 14.218
  - Exhibit A: Key Features of the Economic Opportunity Program
  - Exhibit B: Budget
  - Exhibit C: Terms & Conditions
  - Exhibit D: Enrollment and Income Verification Form – Example
  - Exhibit E: EOI IDIS Set-Up Form
  - Exhibit F: Quarterly Participant Demographics Form
  - Exhibit G: IDIS Close-Out Form Workforce Programs

**Subrecipient Contract  
Contract No. 7045-07  
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. Since July 2013 has administered the Economic Opportunity Program (“EOP”), which was jointly developed by WSI and PDC. The 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 2016-2017.

Now therefore, the parties agree as follows:

**AGREEMENT**

**1. Effective Date and Duration**

This Contract shall become effective on July 1, 2016 (the “Effective Date”). Unless sooner terminated in accordance with its terms, this Contract shall terminate on June 30, 2017.

**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: <a href="mailto:pgihring@worksystems.org">pgihring@worksystems.org</a>	Email: <a href="mailto:deanek@pdc.us">deanek@pdc.us</a>
EEO: Active	
Business License: 440390	
Total Amount: \$1,277,332	

**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 A – Key Features of the Economic Opportunity Program. Subrecipient shall note CFDA number, FAIN number and Federal Award Date as they appear on this Contract on all CDBG subrecipient agreements. 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:
  - a. Race and ethnicity of each adult receiving workforce development services,
  - b. The address of each adult,
  - c. The income and income as a percentage of Median Family Income (<http://www.portlandoregon.gov/phb/50010>) at commencement of services, for each youth,
  - d. The adult’s status as a single head of household,
  - e. The total number of adult serviced by each contracted provider, and
  - f. 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 23, 2016; January 22, 2017; April 22, 2017 and July 22, 2017. 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 22, 2017 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 2016-17 and individual

participants that will continue service in Fiscal Year 2017-18. This report will include information on participants placed in unsubsidized employment, wages at enrollment, current wages, and wages at program exit, or other outcome information agreed to by PDC and WSI. 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 \$1,277,332 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 B 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 B 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 C. 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 5, 2017. 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, or additional available 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 Terms and Conditions attached hereto as Exhibit C and cause its contracted providers receiving CDBG Funds (who are also considered subrecipients of CDBG Funds) to comply with the Terms and Conditions attached hereto as Exhibit C. Subrecipient may not provide CDBG Funds to a contracted provider unless the contracted provider: (i) has either a Community Based Development Organization (CBDO) 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 D attached hereto.
- C. Complete the EOI IDIS Set-up Form set forth in Exhibit E 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 12, 2016.
- D. Complete the Quarterly Participant Demographics Form as set forth in Exhibit F for the EOP program and submit to PDC on October 23, 2016; January 22, 2017; April 22, 2017 and July 22, 2017. The PDC Contract Manager may substitute an alternative form 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 G for each of Subrecipient’s contracted providers receiving CDBG Funds and for the EOP as a whole, and submit to PDC on July 25, 2017. The PDC Contract Manager may substitute an alternative form to conform with requirements of the PDC funding sources by providing such substituted form to the Subrecipient no later than the end of the 4<sup>th</sup> 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 Terms and Conditions (Exhibit C). This Contract may also be terminated as set forth in the Terms and 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 Terms and 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:

<b><u>Document</u></b>	<b><u>Description</u></b>
Exhibit A	Key Features of the Economic Opportunity Program
Exhibit B	Budget
Exhibit C	Terms and Conditions
Exhibit D	Enrollment and Income Verification Form -Example
Exhibit E	EOI IDIS Set-Up Form
Exhibit F	Quarterly Participant Demographics Form
Exhibit G	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) and (E) (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 I.H, I.I, and I.J of Exhibit C 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: \_\_\_\_\_

By: \_\_\_\_\_

Faye Brown, Interim Executive Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 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.

#### **F. 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.

<b>Success Measures</b>
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 <sup>1</sup>
<b>Progress Indicators</b>
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**  
**BUDGET 2016-17**

<b>Adult Workforce Development</b>	<b>General Funds</b>	<b>CDBG</b>	<b>Total</b>
Provider Contracts	\$270,843	\$786,349	\$1,057,192
Personnel	\$107,350		\$107,350
Materials/Services/I-Trac	\$9,800		\$9,800
Indirect	\$102,990		\$102,990
<b><i>Total Adult Workforce Development Funds</i></b>	<b><i>\$490,983</i></b>	<b><i>\$786,349</i></b>	<b><i>\$1,277,332</i></b>

**EXHIBIT C  
TERMS AND CONDITIONS**

This Exhibit C contains: I. Portland Development Commission (PDC) Terms and Conditions and II. Community Development Block Grant (CDBG) Terms and Conditions. PDC Terms and Conditions apply to all activities regardless of funding source. The CDBG Terms and Conditions apply only to activities funded with CDBG. If there is a conflict between terms the most restrictive provision will be enforced.

**I. PORTLAND DEVELOPMENT COMMISSION – TERMS AND CONDITIONS**

- A. **TERMINATION FOR CAUSE; CURE.** 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.** Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:
- (a) By PDC with the consent of the Subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By PDC or Subrecipient upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (a) of this section.
- 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).

- D. **CHANGES IN ANTICIPATED SERVICES.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PDC's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to PDC any unexpended funds received by Subrecipient.
- E. **AMENDMENT/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. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
- F. **NON-DISCRIMINATION; CIVIL RIGHTS.** 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.
- G. 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:



- (a) **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.
- (b) **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.
- (c) **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.
- (d) **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 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 PDC or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance.** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, PDC shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions.** The Subrecipient shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt.

The Subrecipient shall take such action with respect to any Subrecipient procurement as

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 PDC to enter into such litigation to protect the interests of 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.

- H. MAINTENANCE, AUDIT OF AND 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 (5) five years after PDC makes final payments and all other pending matters are closed.

PDC, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the (5) five-year period.

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.

- I. AUDITS & INSPECTIONS. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to PDC, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, 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 the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City of Portland policy concerning Subrecipient audits and OMB Super Circular.
- J. INDEMNIFICATION. Subrecipient shall hold harmless, defend, and indemnify PDC, 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 this Agreement. This duty shall survive the expiration or termination of this Agreement.
- K. INSURANCE. Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required

insurance identified below. PDC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

- (a) **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under this Agreement 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 this Agreement shall maintain coverage for all subject workers.
  - (b) **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  - (c) **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  - (d) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name PDC 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.
  - (e) **Continuous Coverage; Notice of Cancellation:** Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Agreement. 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 PDC. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify PDC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
  - (f) **Certificate(s) of Insurance:** Subrecipient shall pay for all deductibles and premium from its non-contract funds. PDC reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Subrecipient is a public body, Subrecipient may furnish a declaration that Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- L. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient, and its contractors 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.

- M. CONFLICT OF INTEREST. No PDC officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Agreement or the proceeds thereof. PDC officer or employee who selected Subrecipient, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Agreement, unless waiver is obtained from PDC in writing.

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.

- N. OREGON LAW AND FORUM. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAW. Subrecipient and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. 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 City of Portland in order to be eligible to receive funds.
- P. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- Q. PROGRAM AND FISCAL MONITORING. PDC shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by PDC Manager. Notwithstanding such monitoring or lack thereof, Subrecipient remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions. The frequency and level of monitoring will be determined by PDC Project Manager.
- R. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- S. ELECTRONIC TRANSACTION; COUNTERPARTS. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of

electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

- T. CITY RECOGNITION. The Subrecipient shall insure recognition of the role of PDC in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- U. COPYRIGHT. If this contract results in any copyrightable material or inventions, PDC and/or grantor agency reserves the right to 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.
- V. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- W. INTEGRATION. This Contract contains the entire agreement between PDC and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- X. DRUG-FREE WORKPLACE ACT OF 1998. The Grantee shall maintain a drug-free workplace in accordance with the requirements of this Act and in accordance with requirements of 24 CFR Part 24 Subpart F.
- Y. POLITICAL ACTIVITY. The Subrecipient shall not permit any of the funds, materials, property or services provided under this 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 PDC.

## II. COMMUNITY DEVELOPMENT BLOCK GRANT - TERMS AND CONDITIONS (CFDA# 14.218)

### General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### CDBG NATIONAL OBJECTIVE

The City of Portland's Portland Housing Bureau (PHB) has certified the activities carried out under this Agreement meets a CDBG Program National Objective defined in 24 CFR 570.208.

- A. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.503 and 570.504 regarding program income. The Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract.

For Community Development Block Grant-funded projects, the Subrecipient shall return all program income to PDC for receipt of funds. Program income will be made available to the Subrecipient for use within the contract period, and used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract. As specified in 24 CFR 570.500(a), program income monies should be used before CDBG entitlement monies.

All unused program income shall be returned to PDC at the end of the contract period. Any interest from the U.S. Treasury is not program income and shall be remitted promptly to PDC.

- B. 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).

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

- C. 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.

- D. 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.
- E. 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>

**EXHIBIT D**  
**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 \_\_\_\_\_  
Primary Phone# \_\_\_\_\_ Email \_\_\_\_\_

**Race (select all that apply):**

- American Indian/Alaskan Native
- Asian
- Black/African American
- Native Hawaiian/Pacific Islander
- White
- Other

**Ethnicity (select one):**

- Hispanic  non-Hispanic

**Income**

Annual household income \$ \_\_\_\_\_ Household Size \_\_\_\_\_

**Characteristics (please select all that apply)**

<i>PHB Race</i>	<i>Housing</i>	<i>Other</i>
<input type="checkbox"/> African	<input type="checkbox"/> 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 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 E  
 EOI IDIS SET-UP FORM**

**Instructions**

- To be completed on each subrecipient receiving CDBG Funds & for the Economic Opportunity Program as a whole and sent to the PDC Program Manager by August 14, 2016
- PDC Program Manager may provide alternative format

	<b>INFORMATION REQUESTED</b>	<b>RESPONSE</b>
	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>	
	<b>GENERAL INFORMATION-ALL ACTIVITIES</b>	
1A	CDBG National Objective Code (LMC)	LMC
1B	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	05D - 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
	<b>ECONOMIC DEVELOPMENT</b>	
	<b>Workforce Activities</b>	
14	Number of people served in contract year	
	<b>Microenterprise Activities</b>	
15	Number of businesses served in contract year	

**EXHIBIT F**  
**Quarterly Participant Demographics Report**

**Instructions**

- To be completed for the Economic Opportunity Program as a whole & sent to the PDC Program Manager on or before October 23, 2016; January 25, 2017; April 25, 2017 and July 25, 2017
- For Quarter 1 – submit data for all participants served during the quarter
- For Quarters 2-4 – submit data for new enrollees only

**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	# Clients
Male	
Female	
<b>Total*</b>	

\*Total should add up to the total individuals 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)	# Clients
African	
Middle Eastern	
Slavic	
<b>Total</b>	

**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.

Race (Required)	# Clients		
	TOTAL	Hispanic	Non-Hispanic
White			
Black/African American			
American Indian/Alaskan Native			
Asian			
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 individuals served

**3. Income**

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

\*Total should add up to the total individuals served

**EXHIBIT G**  
**IDIS Close-Out Form**  
**Workforce Programs**

**Instructions**

- To be completed on each subrecipient receiving CDBG Funds & for the Economic Opportunity Program as a whole and sent to the PDC Program Manager by July 25, 2017
- PDC Program Manager may provide alternative format

**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)	Total Year-To- Date	Hispanic Year-To- Date	Non-Hispanic 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 individuals 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 individuals served

**4c. Other**

Other	Total Year-To-Date
Female Head of Household <b>(Required)</b>	

**RESOLUTION NO. 7191**

**RESOLUTION TITLE:**

AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC., TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE ADULT WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2016-17

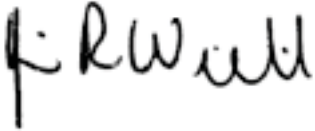
Adopted by the Portland Development Commission on June 8, 2016

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Mark Edlen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <b>Consent Agenda</b> <span style="margin-left: 200px;"><input type="checkbox"/> <b>Regular Agenda</b></span>				

**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><b>Date:</b></p> <p style="text-align: center;">June 9, 2016</p>
<p><b>Gina Wiedrick, Recording Secretary</b></p>	