

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7120

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH
WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2015-16**

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 a youth workforce development program aimed at low-income, disconnected youth;

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

WHEREAS, in 2012, PDC and WSI collaborated on the design of a youth workforce development system, known as the Career Connect Network, that aligns the PDC and WSI youth workforce development programs into a single system;

WHEREAS, the Career Connect Network, which is administered by WSI with funding, input, and oversight from PDC, provides high quality, individually tailored workforce development services to low-income disconnected youth; and

WHEREAS, PDC anticipates receiving approximately \$4,320,000 in General Fund and federal Community Development Block Grant funds from the City for EOI in fiscal year (“FY”) 2015-16 and further anticipates allocating \$1,400,000 for youth workforce development programming in FY 2015-16.

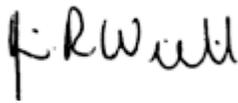
NOW, THEREFORE, BE IT RESOLVED, that the PDC Board of Commissioners (“Board”) hereby authorizes the Executive Director to enter into a Subrecipient Contract with WSI substantially in the form attached hereto as Exhibit A, for approximately \$1,400,000 for the purpose of implementing and managing the EOI youth 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 10, 2015

A handwritten signature in cursive script, appearing to read "Gina Wiedrick".

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7120

EXHIBIT A

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH
WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2015-16**

Exhibit A includes this cover page and contains 29 pages:

- Subrecipient Contract, Contract No., Youth Workforce Development, CFDA 14.218
 - Exhibit A: Key Features of the Career Connect Network
 - Exhibit B: Budget 2015-16
 - Exhibit C: Standard General Terms & Conditions
 - Attachment A to Exhibit C: Insurance Requirements
 - Exhibit D: Enrollment and Income Verification Form – Example
 - Exhibit E: EOI IDIS Set-Up Form
 - Exhibit F: Quarterly Participant Demographics Report
 - Exhibit G: IDIS Close-Out Form Workforce Programs

Subrecipient Contract
Contract No.
Youth 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 Youth 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 2012, WSI began implementation of a new youth workforce development system which was jointly developed by WSI and PDC. This system, now known as the Career Connect Network, aligned WSI’s and PDC’s youth workforce development programs that were formerly implemented independently.
- D. Consistent with the purpose of the Economic Opportunity Initiative, the purpose of the Career Connect Network is to provide workforce development services to low-income and barriered youth who are disconnected from traditional high schools and/or lack the basic skills and credentials to enter college or career pathway employment. The system is intended to prepare young people for successful careers in employment and college through development of academic and life skills and provision of rich work-based learning experiences. The goal is to equip youth to have career pathway jobs and/or be on a path to complete post-secondary education with the life skills necessary to stay on course. The Career Connect Network will primarily support career readiness, career exploration, work experience, post-secondary transition and support, retention and advancement support, and the case management needed to guide youth on a planned progression through these activities and experiences toward achievement of their career goals.
- E. WSI will implement the Career Connect Network 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 youth workforce funds, City of Portland General Fund (“City Funds”) designated as youth workforce funds, and funds from Multnomah County made available to PDC (“Multnomah County Funds”).
- F. PDC and WSI desire to enter into this Contract to set forth the terms and conditions under which PDC will provide Funds to WSI for implementation of the Career Connect Network 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, 2015 (the “Effective Date”). Unless sooner terminated in accordance with its terms, this Contract shall terminate on June 30, 2016.

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: Heather Ficht	Contract Manager: Kate Deane
1618 SW First Ave., Suite 450	222 NW Fifth Avenue
Portland, OR 97201	Portland, OR 97209
(phone) 503-478-7359	503-823-3313 (phone)
(fax) 503-478-7459	(503) 865-3891 (fax)
Email: hficht@worksystems.org	Email: deanek@pdc.us
EEO: 5/2/16	
Business License: 440390	
Total Amount \$1,403,954	

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 youth workforce development services component of the Economic Opportunity Initiative as follows:

- A. Implement and manage a system of contracted youth workforce development services substantially in conformance with the standards and subject to the requirements set forth in Exhibit A – Key Elements of the Aligned Youth 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 youth receiving workforce development services, (ii) the address of each youth, (iii) the income and income as a percentage of Median Family Income (<http://www.portlandoregon.gov/phb/50010>) at commencement of services, for each youth, (iv) the youth’s status as a single head of household, (v) the total number of youth serviced by each contracted provider, and (vi) the youth’s hourly wage and hours per week of employment at commencement of services, the youth’s initial job placement and at the time of program exit.
- C. Maintain a Career Connect Network Policy Program Manual (“Program Manual”) that provides direction and guidance to the providers on the delivery of youth workforce development services.
- D. Provide ongoing training and technical assistance to contracted providers on the aligned youth 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 at least quarterly 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, budgeting and invoicing, eligibility, recording keeping and reporting for those contracted providers receiving CDBG Funds.
- G. Acknowledge PDC's role as a co-funder of the Career Connect Network in all publicity and collateral.
- H. Continue to seek investment from other funders to support growth and development of the Career Connect Network.
- I. Develop and deliver information reasonably requested by PDC regarding operation of the Career Connect Network, 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 Career Connect Network. 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 quarterly meetings with contracted providers.
- C. WSI shall appoint the PDC Contract Manager to WSI's Youth Council which oversees the Career Connect Network operations and policy.
- D. WSI will provide the PDC Contract Manager with quarterly report on October 23, 2015; January 22, 2016; April 22, 2016 and July 22, 2016 on Career Connect Network activities funded by PDC. The report will include:
 - a. A brief written narrative summarizing Career Connect Network accomplishments, activities and challenges;
 - b. Demographic data for the Career Connect Network 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, and
 - iii. Outcomes on Performance Measures.
- E. No later than July 22, 2016 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 Career Connect Network 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 2015-16 and individual participants that will continue service in Fiscal Year 2015-16. This report will include information on youth placed in unsubsidized employment, youth placed in post-

secondary education and/or training, participant 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 \$1,403,954 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 422 youth per year.

In addition to any Funds available under this Contract, Subrecipient shall leverage approximately \$2 million in WIA Funds, or additional available funds, to serve Career Connect Network participants. With the leveraged funds, it is anticipated that WSI will serve a total of approximately 650 City of Portland youth. These are the participants who will be reflected in the quarterly and year-end reporting described in Section 4 and 6.

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 Funds, 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. Costs of program administration and indirect program expenses are “allowable costs” only to the extent of available City Funds.

For purposes of Multnomah County Funds the PDC Contract Manager will disburse Funds to pay allowable costs necessarily incurred in performing work described in the Scope of Work above in delivery of services to Multnomah County residents.

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. 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 is due July X, 2016. Subrecipient contracts between WSI and its contracted providers of youth 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.

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 C 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 C. 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 youth 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 Career Connect Network activities funded with CDBG Funds, City Funds and Multnomah County Funds, and submit to PDC by August 30, 2014.
- D. Complete the Quarterly Participant Demographics Form as set forth in Exhibit F for the Career Connect Network activities funded with CDBG Funds, City Funds and Multnomah County Funds 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 F 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 Career Connect Network as a whole, and submit to PDC on 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 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 C). 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 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 \$300,000.00 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 Features of the Career Connect Network
Exhibit B	Budget
Exhibit C	Standard General Conditions
Exhibit D	Enrollment and Income Verification Form - Sample
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), (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 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: _____

Patrick Quinton, Executive Director

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

PDC Legal

EXHIBIT A
KEY FEATURES OF THE CAREER CONNECT NETWORK

A. Target Population:

The target population for services will be low-income and barriered youth ages 16-21 and certain youth ages 22-24, who are disconnected from traditional high school or lacking the basic skills and credentials to enter college or career pathway employment. A limited number of youth who are aged 22 to 24 years at the time of enrollment may be served by providers if they are also receiving services as part of Multnomah County's Homeless Youth Continuum or from the Multnomah County collaboration between Department of Community Justice and Department of Human Services focused on gang-affected youth and their families. Low-income is defined as the poverty line or seventy percent (70%) of the Lower Living Standard Income Level (as defined by the United States Department of Labor), whichever is higher. Youth who are homeless or living in foster care and youth who are receiving public assistance payments or food stamps or in families receiving this assistance are considered low-income for the purpose of determining eligibility.

B. Service Delivery and Coordination:

WSI will contract with multiple Service Coordination providers serving culturally and geographically diverse populations to deliver the youth workforce development services. Each provider will deliver supportive and individually tailored workforce development case management to youth in the target population for up to three years. Services to youth will include:

- Individual career plan development
- Career exploration
- Work and college readiness training
- Work experience placement and support, with referral to the Work Experience Intermediary as appropriate.
- Post-secondary placement, navigation and support
- Job search assistance and placement
- Retention and advancement supports after job or post-secondary placement

In addition to the services above, contracted providers will provide leveraged educational supports including: remedial education, GED, and/or high school diploma.

C. Work Experience Intermediary:

WSI will also contract with one Work Experience Intermediary. The role of the Work Experience Intermediary is to administer work experience opportunities co-developed with WSI through relationships with business and industry. Through a dedicated staff, WSI will develop work experience opportunities to be administered by the Work Experience Intermediary. The Intermediary will play a supplemental role in development of opportunities. Key roles and responsibilities of the Work Experience Intermediary include:

- Develop work experience opportunities for youth.
- Maintain a clearinghouse of subsidized and unsubsidized work experience opportunities.
- Maintain a list of work experience-ready youth referred by Service Coordination providers.
- Provide employer-of-record services for work experiences.
- Process payroll.
- Assess youth readiness for work experience to criteria designated by WSI.
- Match youth to appropriate work experiences.
- Deliver training for and advise worksite supervisors.

- Coordinate worksite placements and troubleshoot problems that arise.
- Act as the intermediary between the employer and the referring Service Coordination provider.
- Provide feedback to Service Coordination providers regarding the readiness of youth referred and feedback from businesses who hosted youth.

D. Service Delivery Stages:

The Career Connect Network administered by WSI will include the following four stages of service delivery:

- Orientation: Each youth receives information about the program, related activities and expectations.
- Enrollment: Eligibility is conducted and youth begins participation in the program.
- Intensive Program Stage: Each youth can receive up to two years of intensive workforce development services. Each youth participates in activities and receives services related to the development of competencies and skills, and completion of short- and long-term goals as reflected in the Individual Career Plan. The intensive program stage is complete when a youth attains a secondary credential and/or transitions to college or begins employment in a career pathway job.
- Retention and Advancement Stage: Each youth must receive one year of services following transition into college or employment. During this stage, the youth must receive robust retention and advancement supports. WSI must include the specific retention and advancement activities proposed by contracted providers in the contracts between WSI and the contracted providers.

E. Performance Measures:

Service Coordination Providers:

Service Coordination 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 completion of post-secondary education or entry into a career pathway job. The focus of youth programs should be providing high-quality career planning and support to help youth 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 youth.** Applicable indicators will be based on each youth's Individual Career Plan and education and basic skills level on entry into the program.

Intensive Stage-Transition Milestones	Goal
Gains in basic skills (Out of school-youth only)	50%
Assessed Work - Ready	75%
Placement in employment or post-secondary education or training	75%
Retention and Advancement Stage-Success Indicators	Goal
Progress in Employment or Education Placement as measured by: <ul style="list-style-type: none"> • Attainment of 18 or more college credits; or • Retention in employment for at least 2 consecutive quarters 	70%
Industry recognized occupational certificate, GED or HS Diploma	75%

Data Points	NA
Basic Skills Sufficient	NA
Advancement in employment	NA
Assessed College Ready	NA

Work Experience Intermediary:

The Work Experience Intermediary contractor will be evaluated with the following performance measures:

- Work experience placement rate: number of placements/number of opportunities
- Median time to placement
- Work experience completion rate
- Employer satisfaction

Reporting Requirements

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

**EXHIBIT B
BUDGET 2015-16**

Youth Workforce Development	General Funds	CDBG	Multnomah County	Total
Provider Contracts	\$268,170	\$846,318	\$59,117	\$1,173,605
Personnel	\$107,350			\$107,350
Materials/Services/I-Trac	\$9,800			\$9,800
Indirect	\$113,199			\$113,199
<i>Total Youth Workforce Development Funds</i>	<i>\$498,519</i>	<i>\$846,318</i>	<i>\$59,117</i>	<i>\$1,403,954</i>

EXHIBIT C
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.
- V. 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.
- Z. 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 C
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.

If 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 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 Career Connect Network as a whole¹ and sent to the PDC Program Manager by August 12, 2015
- PDC Program Manager may provide alternative format

	INFORMATION REQUESTED	RESPONSE
	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>	
	GENERAL INFORMATION-ALL ACTIVITIES	
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 - Youth 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
	ECONOMIC DEVELOPMENT	
	Workforce Activities	
14	Number of people served in contract year	
	Microenterprise Activities	
15	Number of businesses served in contract year	

¹ Report on Subrecipients funded with CDBG Funds, City Funds and Multnomah County Funds only.

EXHIBIT F
Quarterly Participant Demographics Report

Instructions

- To be completed for the Career Connect Network as a whole² & sent to the PDC Program Manager on or before October 23, 2015; January 22, 2016; April 22, 2016 and July 22, 2016
- 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	
Total*	

*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	
Total	

² Report on Subrecipients funded with CDBG Funds, City Funds and Multnomah County Funds only.

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 Career Connect Network as a whole³ and sent to the PDC Program Manager by July 22, 2016
- 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*			

³ Report on Subrecipients funded with CDBG Funds, City Funds and Multnomah County Funds only.

*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 (Required)	

RESOLUTION NO. 7120

RESOLUTION TITLE:

AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC., TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH WORKFORCE DEVELOPMENT SERVICES DURING FISCAL YEAR 2015-16

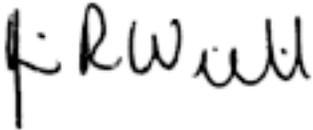
Adopted by the Portland Development Commission on June 10, 2015

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 Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<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.

	Date: June 11, 2015
Gina Wiedrick, Recording Secretary	