

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7055

**AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE
PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC
OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2014-15**

WHEREAS, the Portland Development Commission (“PDC”) is charged by the City of Portland Charter (“City Charter”) with implementing the vision and goals of the City of Portland (the “City”) as adopted by the Portland City Council relating to economic development;

WHEREAS, in carrying out this charge, the City Charter directs PDC to advance social equity and involve the City’s constituencies to create, maintain, and promote a diverse, sustainable community in which economic prosperity and employment opportunities are made available to all residents;

WHEREAS, the Economic Opportunity Initiative (“EOI”) is an economic development program operated by PDC that is designed to assist low-income, multi-barriered individuals to increase their incomes by providing workforce development and microenterprise development services combined with wrap-around supports;

WHEREAS, EOI supports achievement of the PDC 2010-14 Revised Strategic Plan and the Neighborhood Economic Development Strategy adopted by Portland City Council in May 2011;

WHEREAS, beginning in fiscal year (“FY”) 2009-10, PDC has received annual federal Community Development Block Grant (“CDBG”) funding from the City to operate EOI; and

WHEREAS, PDC desires to receive CDBG funding from the City to assist PDC in implementing EOI during FY 2014-15.

NOW, THEREFORE, BE IT RESOLVED, that the PDC Executive Director is hereby authorized to enter into the Subrecipient Contract with the City, acting by and through the Portland Housing Bureau, substantially in the form attached hereto as Exhibit A (the “Subrecipient Contract”), providing approximately \$2,180,000 in CDGB funding to PDC for the purpose of implementing and managing EOI;

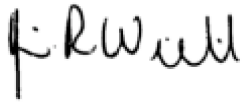
BE IT FURTHER RESOLVED, that should additional CDBG funds become available, the PDC Board of Commissioners hereby authorizes the Executive Director to increase the amount received up to \$2,680,000;

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

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

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

Adopted by Portland Development Commission on June 4, 2014

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

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7055

EXHIBIT A

**AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE
PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC
OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2014-15**

Exhibit A includes this page and contains 35 pages:

- Inter Governmental Agreement Between City of Portland, Portland Housing Bureau and Portland Development Commission, Economic Opportunity Initiative
 - Exhibit A: Budget 2014-15
 - Exhibit B: Anticipated PDC Subcontractors
 - Exhibit C: Quarterly and Year End Report Form
 - Exhibit D: PHB Participant Demographic Form
 - Exhibit E: EOI IDIS Set-Up Form
 - Exhibit E-1: EOI IDIS Close-Out Form – Microenterprise
 - Exhibit E-2: EOI IDIS Close-Out Form – Adult and Youth Workforce
 - Exhibit F: Sample Invoice Form

CONTRACT NO.: XXX

**INTER GOVERNMENTAL AGREEMENT BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND
PORTLAND DEVELOPMENT COMMISSION
*Economic Opportunity Initiative***

This Inter Governmental Agreement (IGA) for services is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), and the Portland Development Commission (Subrecipient) for the implementation of the Economic Opportunity Initiative (EOI) program.

This Contract consists of the following sections:

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Part C:	Economic Opportunity Initiative Description	Page 16
Exhibit A:	Budget 2014-2015	Page 22
Exhibit B:	Anticipated PDC Subcontractors	Page 23
Exhibit C:	Quarterly and Year End Report Form	Page 24
Exhibit D:	PHB Participant Demographic Form	Page 25
Exhibit E:	EOI IDIS Set-Up Form	Page 27
Exhibit E-1:	EOI IDIS Close-Out Form - Microenterprise	Page 28
Exhibit E-2:	EOI IDIS Close-Out Form – Adult and Youth Workforce	Page 30
Exhibit F:	Sample Invoice Form	Page 32

Each party has designated a contract manager to be the formal representative for this IGA. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individuals identified below.

PHB	Subrecipient
Contract Manager: Jennifer Chang	Contract Manager: Kate Deane
421 SW Sixth Avenue, Suite 500	222 NW Fifth Avenue
Portland, OR 97204	Portland, OR 97209
(503) 823-2391 (phone)	(503) 823-3313 (phone)
(503) 823-2375 (fax)	(503) 865-3891 (fax)
Jennifer.Chang@portlandoregon.gov	deanek@pdc.us

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Economic Opportunity Initiative:		CDBG	C
Microenterprise Development	\$503,174		
Adult Workforce Development	\$834,200		
Youth Workforce Development	\$843,726		
TOTAL	\$2,181,100		

PART B: 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, the City 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 the City, become the property of the City 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 the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City 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 the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

In the event of breach of this contract by the City, 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, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City 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 Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- 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 *City of Portland* 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 *City of Portland* 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 *City of Portland* 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 *City of Portland* 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 *City of Portland* to enter into such litigation to protect the interests of the *City of Portland*, 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. The City, 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 the City 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 the City. 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 this contract. The City 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.** The City, 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 City.

- J. **INDEMNIFICATION.** The Subrecipient shall hold harmless, defend, and indemnify the City and the City'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. **LIABILITY INSURANCE.**

(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the 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 the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. 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 the 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. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of

the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Subrecipient, its subcontracts, if any, and all employers working under this Contract are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor 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 the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section A, TERMINATION FOR CAUSE, hereof shall not apply.

M. SUBCONTRACTING AND ASSIGNMENT. The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. 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. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City 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 the City.

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 subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no City 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 City 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 the City 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 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 the City as a result of federal action, the City 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 Services, 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 the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. PROGRAM AND FISCAL MONITORING. The City through the Portland Housing Bureau 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 City Project 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).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

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.

- 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 the City 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 the City of Portland 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 this 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. 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. 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 project 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 City Project 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.** Contractors and County 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>

**PART C:
ECONOMIC OPPORTUNITY INITIATIVE DESCRIPTION**

I. AUTHORITY

The provision of economic development activities for low income individuals is a goal of the City of Portland and part of the City and County Consolidated Plan. The City Charter directs the Subrecipient to advance social equity and create, maintain and promote a diverse, sustainable community in which economic prosperity and employment opportunities are made available. The City directs CDBG funds to the Subrecipient for administration of a variety of economic development programs and activities under the Economic Opportunity Initiative (EOI).

II. SCOPE OF SERVICES

The EOI is a City-wide economic prosperity program to increase the incomes of very low-income residents. The purpose of the EOI is to help propel low-income people out of poverty through participation in two program elements: (1) Microenterprise Development, which offers individualized business education, and technical assistance; and (2) Adult and Youth Workforce Development, which offers intensive training, job and post-secondary placement, advancement in specific career tracks and life skills support. The Subrecipient has operated the EOI since July 2009.

The City agrees and acknowledges that the Subrecipient intends to implement the EOI principally through multiple sub-grants of funds made available under this IGA to other Subrecipients, as permitted by, and in accordance with, the federal law governing the Community Development Block Grant (CDBG) Program. Subrecipient will also utilize City General Funds, provided under a separate Inter-governmental Agreement (IGA), to carry out the EOI program. The CDBG budget for EOI is summarized in Exhibit A.

Providers funded under the EOI will deliver intensive support and customized workforce or microenterprise development services to participants for up to three years.

The Subrecipient will operate and carry out the following activities:

- A. Oversight and management of all program activities, including outreach, planning, negotiating, preparing and administering all related contracts and agreements, disbursement of funds, accounting, reporting and compliance monitoring with subcontractor agencies.
- B. Provide ongoing technical assistance on program issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit the EOI program.
- C. Subrecipient anticipates subcontracting directly for Microenterprise Development services. Typical services are anticipated to include: Individual

business development service plan, delivery of individualized technical assistance and training to business owners on various business matters including but not limited to: licensing, financing and taxes, business plans, financial literacy, legal assistance, marketing, product development, production, and management strategies.

- D. Subrecipient will subcontract Adult Workforce Development and Youth Workforce Development services primarily through Worksystems, Inc., the region's workforce development coordinator. Typical services will include:
- E.
 - a. Adult Workforce Development: Individual career plan development, work readiness training, job-specific training, work experience placement and support, job search assistance and placement, retention and advancement supports after job placement.
 - b. Youth Workforce Development: Individual career plan development, career exploration, work and college readiness training, work experience placement and support, post-secondary placement, navigation and support, job search assistance and placement, retention and advancement supports after job or post-secondary placement.

A list of anticipated subcontractors are listed in Exhibit A.

III. COMMITMENT TO EQUITY AGENDA

PHB is incorporating equity goals into all Subrecipient contracts in alignment with The Portland Plan which establishes that in order to ensure everyone has access to the opportunities necessary to satisfy their essential needs, the City will enforce Title VI, track the information needed to understand disparities, evaluate equity impacts, improve evaluation methods and mitigate for disparities.

<http://www.portlandonline.com/portlandplan/index.cfm?c=58776&a=420370>

Our equity goals are also in alignment with the Strategic Plan of the Portland Housing Bureau which directs PHB to work to ensure equitable access to housing by setting clear, measurable equity goals for all PHB programs, incorporating equity goals into all funding applications and contracts, monitoring and reporting on whether we reach our goals, and using proven strategies to increase the use of city-supported housing services by communities of color.

<http://www.portlandoregon.gov/phb/article/427251>

PHB will utilize indicators posted on PHB's website, linked below, to evaluate progress towards our goal of reducing and removing disparities in access and outcomes for communities of color.

<http://www.portlandoregon.gov/phb/60596>

Access

PHB works to ensure equity for communities of color in city-supported housing programs. To evaluate progress PHB will utilize indicators based on the disparity between the rates of poverty for whites and respective communities of color, as measured by ACS data for each community.

In FY 2014-15, PHB desires to reduce disparities in communities' rates of poverty by working with all contractors to increase access to services by communities of color which experience disproportionate poverty rates. Contractors will be accountable for their efforts to reduce disparities by seeking to provide services to communities of color that contribute to achievement of the overall PHB goals. As described above, PHB will report on and publish our collective progress made in serving communities of color, by program, at least annually.

Outcomes

PHB aspires to reduce and remove the documented disparities experienced by communities of color in service and housing outcomes by working with partners to measure outcomes and implement strategies for service delivery that contribute to the achievement of program specific and bureau wide goals for communities of color.

In FY 2014-15 all Subrecipient contractors will report outcome measures by race/ethnicity.

In FY 2014-15 all Subrecipient contractors will evaluate outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of outcomes based on race, contractor will work with PHB to determine why such disparate impacts are occurring, and to recommend and implement a remedy to eliminate them.

Equity Assessments

In FY 2014-15, all Subrecipient contractors will submit an organizational equity assessment by March 31, 2015 using a standardized equity assessment tool. Some exceptions will be made on a case by case basis for organizations that have already completed an organization equity assessment within the last two years using widely accepted tools.

Equity Plans

In FY 2014-15 all Subrecipient contractors will submit an organizational equity plan by June 30, 2015 using a standardized equity plan template. Some exceptions will be made on a case by case basis for organizations that have already completed an organization and program equity plan within the last two years using widely accepted tools.

IV. PERFORMANCE MEASURES

- A. The Subrecipient will track and report on the achievement of the following aspirational levels of service (outputs) of EOI during the period of this Contract:
 - 1. 270 individuals will receive microenterprise services

2. 450 individuals will receive adult workforce services
 3. 650 individuals will receive youth workforce services
 4. 50% individuals served by EOI will be persons of color
- B. The Subrecipient will track and report on the achievement of the following annual accomplishments (outcomes) for the period of this Contract:
1. Hours of business technical assistance provided to microenterprise participants
 2. Number of adult workforce participants placed in employment
 3. Number of youth workforce participants placed in employment or post-secondary education
- C. The above measures may be refined by the mutual consent of the PHB and PDC Contract Managers in FY 2014-15. Such consent shall be documented in writing and will not require a contract amendment.

V. REPORTING AND MONITORING

- A. Subrecipient shall provide PHB with quarterly progress reports from EOI's performance management systems and will complete the Quarterly and Year End Report Form (Exhibit B) and PHB Participant Demographics Report (Exhibit C). Reports are due no later than **October 31, 2014, January 31, 2015, April 30, 2015** and **July 31, 2015**. Subrecipient will include in the final report complete project close-outs for each EOI subcontractor, using the form (Exhibits E-1 and E-2). Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- B. All project set-ups and draw-downs will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Exhibit D) and send it to PHB as soon as the contract is finalized. For amendments, the set up form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment. PHB will return setups if there are problems to be corrected and will provide Subrecipient written verification of setup entries.
- C. Financial invoices may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit F). The year-end financial report will be submitted by **July 7, 2015**. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient shall submit available outcome data as reasonably requested by PHB.
- E. PHB will provide Subrecipient with monthly reports of all IDIS balances; Subrecipient will reconcile the IDIS reports to project balances in Subrecipient's

financial systems. If discrepancies exist, Subrecipient and PHB will work immediately to determine the source of the discrepancy and the required corrective action.

- F. Subrecipient will monitor its contracted subcontractors 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 contracted subrecipients receiving CDBG funds within the contract year.
- G. PHB will provide Subrecipient with document templates and/or technical assistance in order to implement monitoring activities in compliance with CDBG regulations.

VI. COMPENSATION AND METHOD OF PAYMENT

PHB shall provide the following funding to Subrecipient for performance of the work described in the Scope of Services above:

- A. PHB will provide Subrecipient with \$2,181,100 in CDBG funding for FY 2014-2015.
- B. PHB shall pay all compensation to Subrecipient under this Agreement on an expense reimbursement basis for CBDG expenses identified in the Budget, attached hereto as Exhibit A, and reasonably incurred by Subrecipient in performing the work described in the Scope of Services. Requests for expense reimbursement shall be submitted and processed as described in Section C below.
- C. Subrecipient shall submit requests for expense reimbursement in the form of Exhibit F attached hereto, to PHB monthly for expenses accrued in the prior calendar month. Periodic reimbursement requests between monthly billings may be submitted on an interim basis as approved by both Subrecipient and PHB. PHB shall make payment to Subrecipient within 30 business days of receiving a billing. If for some reason payment cannot be made due to errors or omissions then PHB will request from Subrecipient a corrected billing within the 30 day period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.

VII. SURVIVAL OF CERTAIN PROVISIONS

Part C Section VI(C) (with respect to billings for work performed prior to termination of this IGA) and Part B Sections (G), (H), and (I) shall survive termination of this IGA in accordance with their terms. Part B Section (J) shall survive termination of this IGA for a

period of five years. The obligations and duties of this IGA related to the receipt and use of federal funds, or program income derived therefore, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this IGA.

EXHIBIT A
BUDGET FY2014-15

	<i>Estimated Budget</i>
Economic Opportunity Initiative Program	
Microenterprise Development	\$503,174
Adult Workforce Development	\$834,200
Youth Workforce Development	\$843,726
Total	\$2,181,100

EXHIBIT B
Anticipated Microenterprise and Workforce Development Subcontractors

Subcontractor	Contract Administrator
<i>Microenterprise</i>	
Hacienda	PDC
Hispanic Metropolitan Chamber	PDC
IRCO	PDC
MESO	PDC
NAYA	PDC
Neighborhood House	PDC
PSU	PDC
<i>Adult Workforce</i>	
CCC	PDC
Human Solutions (PDC)	PDC
Human Solutions (SEI)	WSI
IRCO	WSI
IRCO (CTI)	WSI
Oregon Tradeswomen (CH)	WSI
SE Works (PDC)	PDC
SE Works-PICP	WSI
SE Works-PREP	WSI
<i>Youth Workforce</i>	
IRCO	WSI
IRCO WEX	WSI
NAYA	WSI
New Avenues	WSI
Open Meadow	WSI
POIC	WSI
SE Works (PDC)	PDC
Youth Build	WSI

EXHIBIT C
Quarterly and Year-End Report

Subrecipient Name:	Portland Development Commission
Contract Number:	XXX
Program Title:	Economic Opportunity Initiative (EOI)
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2014 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2014 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2015 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2015 <input type="checkbox"/> Year-End: July 1, 2014 to June 30, 2015

I. Progress towards anticipated outputs and outcomes (Note: Reported outputs and outcomes are for services provided through the EOI program which is funded with CDBG Funds and City General Funds. For youth workforce development, outputs and outcomes are also driven by an additional investment of Workforce Investment Act Funds and Multnomah County Funds by Worksystems, Inc.)

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total	Annual Aspirational Goals
OUTPUTS						
# individuals receiving microenterprise services						270
# of individuals receiving adult workforce services						450
# of individuals receiving youth workforce services						650
% of individuals of color served -EOI						50%
OUTCOMES (reported at year-end)						Program Exit Goal
Hours of business technical assistance provided to microenterprise participants						
Number of adult workforce participants placed in employment						
Number of youth workforce participants placed in employment or post-secondary education						

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Dawn Martin via email:
Dawn.Martin@portlandoregon.gov

EXHIBIT D
Participant Demographics Report
 (Revised 11/5/12)

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**

Please make sure that totals of each category below match.

Total Number of Individuals or Households _____

1. Gender

Gender	TOTAL Clients Receiving Services This Quarter
Male	
Female	
Total*	

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

2. Race or Origin

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

2a. Race and Origin (PHB)

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

2b. Race and Origin (HUD)

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

Race (Required)	Number of Clients Receiving Services		
	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 people or households served

3. Income

Income (Required)	Total # Clients Receiving Services This Quarter
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 people served

EXHIBIT E
EOI IDIS Set-Up Form

	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	Contract Manager Phone Number	
	Is this an original Set-up? (Y or N)	
	Is this a revision to a previous Set-up? (Y or N)	
	Previous set-up activity name	
	<u>GENERAL INFORMATION-ALL ACTIVITIES</u>	
1A	CDBG National Objective Code (LMC)	LMC
1B	Performance Objective	Econ. Opportunity
2	Performance Outcome (choose "Availability/Accessibility" or" 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 05H - Adult workforce 18C – Microenterprise 21A – General Administrative Costs 21B – Indirect Costs	
8	CDBG Costs (break out by categories below):	
	Program Delivery	
	General Administration	
	Indirect	
	Total	
9	Proposed Accomplishment Type (People or Businesses)	
10	Will the Activity prevent homelessness? (Yes or No)	No
11	Will the Activity help the homeless? (Yes or No) Note: Respond with "no" unless the program serves homeless or formerly homeless individuals	
12	Will the Activity help those with HIV/AIDS? (Yes or No)	No
13	Will the Activity help persons with a disability? (Yes or No)	No
	<u>ECONOMIC DEVELOPMENT</u>	
14	Workforce Activities: Number of people served in contract year	
15	Microenterprise Activities: Number of businesses served in contract year	

EXHIBIT E-1
IDIS CLOSE OUT FORM – MICROENTERPRISE

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 people served

4b. Income

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

*Total should add up to the total people served

4c. Other

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

5. Businesses (Microenterprise) – *Completing this section is optional*

Businesses	Total Year-To-Date
New Business Assisted	
Existing Business Assisted	
Business Relocating	
Business Expanding	
Total*	

*Total should add up to the total businesses assisted

6. Job Creation/Retention (Microenterprise) - *Completing this section is optional*

	Total Job Count				Percent
	Full Time	Full Time Low/Mod	Part Time	Part Time Low/Mod	Low/Mod Jobs (%)
Actually Created					
Actually Retained					

Total Actual FTE Jobs: _____

7. Specific DUNS # for Each Business Assisted (Use as many lines as needed) - *Completing this section is optional*

Business Name	DUNS Number(s)

EXHIBIT E-2
IDIS CLOSE OUT FORM – ADULT AND YOUTH WORKFORCE

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 people served

4b. Income

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

*Total should add up to the total people served

4c. Other

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

**EXHIBIT F
SAMPLE INVOICE FORM**

Date: _____

To: City of Portland/PHB
Attn: Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, OR 97204

PDC Invoice No: _____

Remit to:
Portland Development Commission
222 NW 5th Ave
Portland OR 97209

Contract #: **xxxx**

Billing Period: _____

Community Development Block Grant

Budget Category	Contracted Budget	Amount this Bill	Amount Billed to Date	Balance
Microenterprise: Program Delivery	\$503,174			
Hacienda				
Hispanic Metropolitan Chamber				
IRCO				
MESO				
NAYA				
Neighborhood House				
PSU				
Adult Workforce: Program Delivery	\$834,200			
CCC				
Human Solutions (PDC)				
Human Solutions (SEI)				
IRCO				
IRCO (CTI)				
Oregon Tradeswomen (CH)				
SE Works (PDC)				
SE Works-PICP				
SE Works-PREP				
Youth Workforce: Program Delivery	\$843,726			
IRCO				
IRCO WEX				
NAYA				
New Avenues				
Open Meadow				
POIC				
SE Works (PDC)				
Youth Build				
Total CDBG	\$2,181,100			

Prepared by: _____
Print Name and Sign *Date*

Phone Number: 503.823.3233 Email: whaley@pdc.us

Approved by: _____
Print Name and Sign *Date*

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

RESOLUTION NO. 7055

RESOLUTION TITLE:

AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2014-15

Adopted by the Portland Development Commission on June 4, 2014

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

CERTIFICATION

The undersigned hereby certifies that:

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

	Date: July 9, 2014
Gina Wiedrick, Recording Secretary	