

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7189

**AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE
PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC
OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2016-17**

WHEREAS, the Portland Development Commission (“PDC”) is charged by the City of Portland (“City”) Charter with implementing the vision and goals of the City as adopted by the Portland City Council (“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 micro and small business development services combined with wrap-around supports;

WHEREAS, EOI supports achievement of the PDC 2015-2020 Strategic Plan adopted by City Council in May 2015;

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 continue to receive CDBG funding from the City to assist PDC in implementing the EOI during FY 2016-17.

NOW, THEREFORE, BE IT RESOLVED, that the 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 \$2,130,224 in CDGB funding to PDC for the purpose of implementing and managing the EOI;

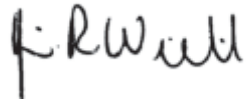
BE IT FURTHER RESOLVED, that should additional CDBG funds become available, the PDC Board of Commissioners hereby authorizes the Executive Director to increase the amount received up to \$2,630,224;

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

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

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on June 8, 2016

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

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7189

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 2015-16**

Exhibit A includes this cover page and contains 28 pages:

- Intergovernmental Agreement between City of Portland, Portland Housing Bureau, and Portland Development Commission, Economic Opportunity Initiative, CFDA 14.218
 - Exhibit A: Anticipated PDC Subcontractors
 - Exhibit B: Quarterly and Year End Report Form
 - Exhibit C: EOI IDIS Set-Up Form
 - Exhibit C-1: EOI IDIS Close-Out Form – Microenterprise
 - Exhibit C-2: EOI IDIS Close-Out Form – Adult and Youth Workforce
 - Exhibit D: Sample Invoice Form

CONTRACT NO. TBD

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

This Intergovernmental 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:

Part A:	Contract	Page 2
Table A:	Contracted Service Programs	Page 3
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Part C:	Economic Opportunity Initiative Description	Page 13
Exhibit A:	Anticipated PDC Subcontractors	Page 19
Exhibit B:	Quarterly and Year End Report Form	Page 20
Exhibit C:	EOI IDIS Set-Up Form	Page 21
Exhibit C-1:	EOI IDIS Close-Out Form - Microenterprise	Page 22
Exhibit C-2:	EOI IDIS Close-Out Form – Adult and Youth Workforce	Page 24
Exhibit D:	Sample Invoice Form	Page 26

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: Morgan Masterman
421 SW Sixth Avenue, Suite 500	222 NW Fifth Avenue
Portland, OR 97204	Portland, OR 97209
503-823-2391 (phone)	503-823-6839 (phone)
503-823-2375 (fax)	EEO: Confirmed
Jennifer.Chang@portlandoregon.gov	mastermanm@pdc.us

PART A: INTERGOVERNMENTAL AGREEMENT

- DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs and described in Part C.
- COMPENSATION:** City shall pay Subrecipient for provision of services, upon receipt of invoice documenting expenditures and a service report for each program identified in Table A. Total compensation under this IGA shall not exceed TWO MILLION, ONE HUNDRED AND THIRTY THOUSAND, TWO HUNDRED and TWENTY-FOUR DOLLARS (\$2,130,224).
- REPORTING:** The reporting requirements are contained in Section V of Part C. All final invoices are due on July 7, 2017. The final report is due July 31, 2017.
- CITY CONTRACT MANAGER:** The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this IGA as provided herein, and to carry out all other City actions referred to herein.
- TERM.** The terms of this IGA shall be effective as of July 1, 2016 and shall terminate on June 30, 2017.

PORTLAND DEVELOPMENT COMMISSION

CITY OF PORTLAND

Faye Brown Date
Interim Executive Director

Kurt Creager, Director Date
Portland Housing Bureau

APPROVED AS TO FORM:

APPROVED AS TO FORM:

PDC Legal Date

Tracy Reeve Date
City Attorney

Mary Hull Caballero Date
City Auditor

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Economic Opportunity Initiative:		CDBG	C
Microenterprise Development	\$502,667		
Adult Workforce Development	\$786,349		
Youth Workforce Development	<u>\$841,208</u>		
TOTAL	\$2,130,224		

**PART B:
CITY OF PORTLAND –**

GENERAL PROVISIONS FOR SUBRECIPIENT CONTRACTS

The City's Provision must be attached to all Portland Housing Bureau's Subrecipient Contracts. If there is more than one funding source in the contract the most restrictive provision will be enforced.

- A. **TERMINATION FOR CAUSE; CURE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, 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.

Termination for convenience.

Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:

(a) By the City with the consent of the Subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the City or Subrecipient upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (a) of this section.

- B. **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).

- C. **CHANGES IN ANTICIPATED SERVICES.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to CITY any unexpended funds received by Subrecipient.
- D. **AMENDMENT/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. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
- E. **NON-DISCRIMINATION; CIVIL RIGHTS.** During the performance of this Contract, the Subrecipient agrees as follows:
 - (a) The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - (b) The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

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

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

(b) NONDISCRIMINATION. The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) SOLICITATIONS FOR SUBCONTRACTOR, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.

(d) INFORMATION AND REPORTS. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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.

(e) 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:

- (1) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or

- (2) cancellation, termination or suspension of the contract, in whole or in part.

(f) INCORPORATION OF PROVISIONS. The Subrecipient shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt.

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

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

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

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

- H. AUDITS & INSPECTIONS. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Super Circular.

- I. **INDEMNIFICATION.** Subrecipient shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- J. **INSURANCE.** Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
- (a) **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 - (b) **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - (c) **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
 - (d) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - (e) **Continuous Coverage; Notice of Cancellation:** Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

(f) **Certificate(s) of Insurance:** Subrecipient shall pay for all deductibles and premium from its non- funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Subrecipient is a public body, Subrecipient may furnish a declaration that Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

K. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

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

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

M. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.

N. **COMPLIANCE WITH LAW.** Subrecipient and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by CITY in order to be eligible to receive funds.

O. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Subrecipient receiving between \$25,000 and \$750,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Contract Manager within thirty days of audit completion or upon request.

P. **SEVERABILITY.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and

enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- Q. PROGRAM AND FISCAL MONITORING. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the City Manager. Notwithstanding such monitoring or lack thereof, Subrecipient remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- R. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- S. ELECTRONIC TRANSACTION; COUNTERPARTS. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- T. CITY RECOGNITION. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- U. COPYRIGHT. If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- V. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- W. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- X. DRUG-FREE WORKPLACE ACT OF 1998. The Grantee shall maintain a drug-free workplace in accordance with the requirements of this Act and in accordance with requirements of 24 CFR Part 24 Subpart F.
- Y. POLITICAL ACTIVITY. The Subrecipient shall not permit any of the funds, materials, property or services provided under this Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.

**COMMUNITY DEVELOPMENT BLOCK GRANT
TERMS AND CONDITIONS SUBRECIPIENT CONTRACTS
CFDA# 14.218**

This document must have the City's provision attached in order to be a complete document.

GENERAL COMPLIANCE

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

CDBG NATIONAL OBJECTIVE

The City certifies the activities carried out under this Agreement meets a CDBG Program National Objective defined in 24 CFR 570.208.

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

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

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

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

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

- C. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.
- D. **POLITICAL ACTIVITY.** The following activities may not be assisted with CDBG funds: CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- E. **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.
- F. **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 very 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 focused on increasing the incomes and economic self-sufficiency of very low-income residents. There are 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 Subrecipient implements EOI programming 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. The Subrecipient also utilizes City General Funds, provided under a separate Intergovernmental Agreement (IGA), to carry out the EOI program. The CDBG budget for EOI is summarized in TABLE A.

Providers funded under the EOI will deliver intensive support and customized microenterprise or workforce 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 EOI program participants.
- C. Subrecipient anticipates subcontracting directly for Microenterprise Development services. Typical services provided to business owners include:

business service plan development and technical assistance and training in various areas 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 public workforce development coordinator. Typical services will include:
- 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

Access and Outcomes

PHB works to ensure equity for communities of color in city-supported service and housing programs. PHB will reduce the documented disparities experienced by communities of color in program access and outcomes by investing in strategies that contribute to the achievement of program-specific and bureau-wide goals for communities of color.

To evaluate progress, PHB will utilize indicators based on the disparity between the rates of poverty for white-only participants and respective communities of color, as measured by American Community Survey (ACS) data for each community.

All Subrecipients will evaluate outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of outcomes based on race, the Subrecipient will work with PHB to determine reasons for why disparate impacts are occurring, and to recommend and implement a plan(s) to eliminate the disparities.

Participants are strongly encouraged to review recent reports such as [State of Black Oregon](#), [State of Housing in Portland](#) and [One-Night Homeless Count](#), the [Coalition of Communities of Color reports](#), and identify areas where they can make a community-wide impact in reducing disparities.

Organizational Equity Assessments and Plans

All Subrecipients must have an organizational equity assessment and plan on file at PHB. New Subrecipients will use the [PHB Racial Equity Roadmap](#), a standardized equity assessment tool adapted from the City of Portland, or another tool that has been approved by PHB, to conduct an organizational equity assessment. Some exceptions will be made on a case-by-case basis for organizations that have already completed an organization equity assessment within the last two years using widely accepted tools.

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

<http://www.portlandoregon.gov/phb/62551>

Equity Core Component Areas and Goals

In FY 16-17, PHB expects organizational growth in six core component areas to further advance equity for communities of color. Subrecipients are required, at a minimum, to implement the following goals in each core component area:

1) Organizational Commitment

By June 30, 2017 develop and publish a written statement about your organization's approach to racial and ethnic equity.

2) Leadership and Management

Demographic information on management, board and advisory group members will be collected and include race, ethnicity, gender and age. Subrecipients will complete first year Equity Plan actions to make boards and or advisory groups more proportionally representative and reflective of the racial and ethnic demographics of the client (or constituent) base. Data will be updated by August 2016 and analyzed for disparities.

Subrecipients will complete the actions outlined in their first year Equity Plans relevant to address and/or change the management and/or leadership to be more proportionally representative of the racial and ethnic demographics of clients (or constituencies) served and the broader community profile. Specific actions will address any under-representation of people of color and other historically marginalized groups.

3) Workforce

Demographic information on employees will be collected and include race, ethnicity, gender and age. Data will be analyzed for disparities. Collection of information about disabling condition is an optional best practice.

Subrecipients will complete first year Equity Plan actions relevant to address and/or change the employee workforce to be more proportionally representative of the racial and ethnic demographics of clients (or constituencies) served and the broader

community profile. Specific actions will address any under-representation of people of color and other historically marginalized groups.

4) Community Access and Partnership

Subrecipients will complete actions to demonstrate engagement with diverse partners and stakeholder groups that represent the client constituent base to inform program and policy decisions.

5) Data Metrics and Continuous Quality Improvement

Currently all funded direct service Subrecipients report client information disaggregated by race, ethnicity, gender, age, disability and income. In 2017, Subrecipients will analyze data for access and outcome disparities by race and ethnicity, and make measureable plans to reduce identified disparities in access and outcomes.

6) Subcontracting

In 2017, Subrecipients will use a racial equity lens, or similar tool, to inform decisions on budgeting, programming and internal operations. PHB will provide tools to Subrecipients in fall 2016. Subrecipients may also use another tool with approval from their Contract Manager.

Reporting

Organizations must report on progress of these core elements, and other relevant actions or activities related to advancing equity, in an annual progress report of their Equity Plan. The report is due July 20th, 2017 along with all other required program reports.

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. 400 individuals will receive adult workforce services
 3. 650 individuals will receive youth workforce services
 4. 50% individuals served will be persons of color

For adult and youth workforce services only, the Subrecipient will also track and report on the % of individuals who are homeless at program entry (self-reported).

- B. The Subrecipient will track and report on the achievement of the following annual accomplishments (outcomes) for the period of this Contract:
1. Number of businesses that achieve increased economic stability at exit¹
 2. Number of adult workforce participants placed in employment at exit, including demographics of this group by race, ethnicity and % who were homeless at time of program entry.

¹ Economic stability is measured by an increase in gross sales and/or by completing a minimum of three activities on the microenterprise outcome checklist, developed by PDC.

3. Number of youth workforce participants placed in employment or post-secondary education at exit, including demographics of this group by race, ethnicity and % who were homeless at time of program entry.
- C. The above measures may be refined by the mutual consent of the PHB and PDC Contract Managers in FY 2016-17. 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. Reports are due no later than **October 31, 2016, January 31, 2017, May 1, 2017 and July 31, 2017**. Subrecipient will include in the final report complete project close-outs for each EOI subcontractor, using Exhibits C-1 and C-2. These forms will also be used to report mid-year data at the end of Quarter 2. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- B. All project setups and drawdowns will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Exhibit C) and send it to PHB as soon as the contract is finalized. For amendments, the setup 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. 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 D). May invoices are due **June 17, 2017**. The year-end invoice will be submitted by **July 7, 2017**. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient shall submit outcome data as reasonably requested by PHB.
- E. On an as needed basis, PHB may provide Subrecipient with monthly reports of all IDIS balances so that Subrecipient can reconcile the IDIS reports to project balances in Subrecipient's financial systems. If discrepancies are found, Subrecipient and PHB will work 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 \$2,130,224 in CDBG funding for FY 16-17. Payment for the final month in any given quarter will be held unless and until the quarterly reports have been accepted for the prior quarter.
- B. PHB shall pay all compensation to Subrecipient under this Agreement on an expense reimbursement basis for CDBG expenses identified in the Budget on TABLE A of this contract, 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 D attached hereto, to PHB on a regular basis for expenses accrued in the invoice period. 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. 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
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	WSI
Human Solutions	WSI
IRCO	WSI
IRCO (CTI)	WSI
Oregon Tradeswomen (CH)	WSI
SE Works-PICP	WSI
SE Works-PREP	WSI
<i>Youth Workforce</i>	
IRCO	WSI
IRCO WEX	WSI
NAYA	WSI
New Avenues	WSI
POIC	WSI
Youth Build	WSI

EXHIBIT B
Quarterly and Year-End Report

Subrecipient Name:	Portland Development Commission
Contract Number:	30004709
Program Title:	Economic Opportunity Initiative (EOI)
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2016 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2016 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2017 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2017 <input type="checkbox"/> Year-End: July 1, 2016 to June 30, 2017

I. Progress towards anticipated outputs and outcomes

	1 st Quarter	2 nd Quarter (new enrollees)	3 rd Quarter (new enrollees)	4 th Quarter (new enrollees)	Total	Annual Aspirational Goals
OUTPUTS						
# individuals served-microenterprise						270
# of individuals served-adult workforce						400
# of individuals served-youth workforce						650
% of individuals of color served (all EOI)						50%
% receiving adult workforce services who were homeless at entry						No goal
% receiving youth workforce services who were homeless at entry						No goal
OUTCOMES (reported at year-end)						Program Exit Goal
# businesses achieving increased economic stability	X	X	X	X		
# adults placed in employment at exit	X	X	X	X		
# youth placed in employment or post-secondary education at exit	X	X	X	X		

II. Describe the highlights or successes of the program over the reporting period.

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 C
EOI IDIS Setup Form

	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	Contract Manager Phone Number	
	Is this an original Setup? (Y or N)	
	Is this a revision to a previous Setup? (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 primarily individuals who are homeless or formerly homeless	
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 C-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 C-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 D
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 #: TBD

Billing Period: _____

Community Development Block Grant

Budget Category	Contracted Budget	Amount this Bill	Amount Billed to Date	Balance
Microenterprise: Program Delivery	\$ 502,667			
Hacienda				
Hispanic Metropolitan Chamber				
IRCO				
MESO				
NAYA				
Neighborhood House				
PSU				
Adult Workforce: Program Delivery	\$786,349			
CCC				
Human Solutions (PDC)				
Human Solutions (SEI)				
IRCO				
IRCO (CTI)				
Oregon Tradeswomen (CH)				
SE Works-PICP				
SE Works-PREP				
Youth Workforce: Program Delivery	\$841,208			
IRCO				
IRCO WEX				
NAYA				
New Avenues				
POIC				
Youth Build				
Total CDBG	\$2,130,224			

Prepared by: _____
Print Name and Sign *Date*

Phone Number: 503.823.0137 Email: cohnc@pdc.us

Approved by: _____
Print Name and Sign *Date*

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

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

RESOLUTION NO. 7189

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 2016-17

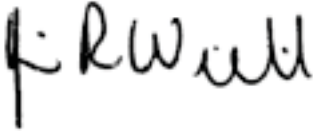
Adopted by the Portland Development Commission on June 8, 2016

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Mark Edlen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda				

CERTIFICATION

The undersigned hereby certifies that:

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

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