

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6735

**AUTHORIZING A GRANT AGREEMENT WITH REACH
COMMUNITY DEVELOPMENT, INC. FOR THE COMMUNITY
BUILDERS PROGRAM IN AN AMOUNT NOT TO EXCEED
\$125,000 FOR THE REPAIR OF HOMES FOR LOW-INCOME
AND DISABLED SENIORS IN THE LENTS TOWN CENTER
URBAN RENEWAL AREA**

WHEREAS, REACH Community Development, Inc. ("REACH") administers the Community Builders Program citywide to assist low-income and disabled senior homeowners with home repairs that they are not otherwise able to accomplish;

WHEREAS, Portland Development Commission (PDC) has contracted with REACH to provide funding for the Community Builders Program to assist qualified homeowners within the Lents Town Center Urban Renewal Area, providing a total of \$972,088 in a series of grant agreements and professional services contracts since 1999;

WHEREAS, the most recent PDC approval of funding was PDC Resolution No. 6489 on June 14, 2007, which authorized up to \$250,000 in funding for the Community Builders Program;

WHEREAS, REACH has satisfactorily complied with its prior grant agreements and contracts with the Portland Development Commission, providing repairs for 481 homes in the Lents Town Center Urban Renewal Area to-date for homeowners earning below 50% Median Family Income (MFI);

WHEREAS, the Community Builders Program is an important contributor to the housing and neighborhood revitalization goals adopted in the *1998 Lents Town Center Urban Renewal Plan*, the *2000 Lents Town Center Urban Renewal Area Housing Strategy*, and the *2006 Lents Town Center Urban Renewal Area Housing Study Update* by providing home repairs that improve the health, appearance, and safety of existing housing stock and allowing low-income and disabled senior homeowners to remain in their homes in the urban renewal area;

WHEREAS, the PDC Board of Commissioners and Lents Town Center Urban Renewal Advisory Committee support the Community Builders Program and desire to see the Community Builders Program continue to serve qualified homeowners, leverage private home repair resources and encourage neighborhood involvement and volunteerism to support revitalization goals in the Lents Town Center Urban Renewal Area; and

WHEREAS, this expenditure is included in the adopted Fiscal Year 2009-2010 budget and meets the TIF Set Aside guidelines for low-income homeownership assistance.

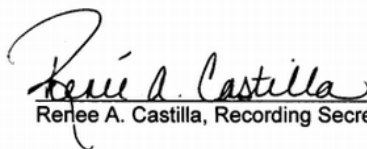
NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to enter into a grant agreement with REACH Community Development, Inc. for the

Community Builders Program in the Lents Town Center Urban Renewal Area, substantially in the form affixed hereto as Exhibit A (the "Grant Agreement"), for the amount of \$125,000;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the Grant Agreement if such modifications do not materially change PDC's obligations or risks from those contained in the Grant Agreement as attached hereto;

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

Adopted by the Portland Development Commission on September 23, 2009.


Renee A. Castilla, Recording Secretary

Grant No.

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Grant Agreement") is made this _____ day of _____, 20__ by and between REACH COMMUNITY DEVELOPMENT, INC., an Oregon non-profit corporation ("Grantee"), and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION** ("Grantor").

RECITALS

- A. Grantee administers the Community Builders Program (the "Program") to improve local home health, appearance and safety by performing home repairs for low-income and disabled senior homeowners in the Lents Town Center Urban Renewal Area, and performs other coordination and referrals as described in the scope of work (the "Scope of Work") attached hereto as Exhibit A-1.
- B. Grantor finds that the repair of homes, as provided under the Program, in the Lents Town Center Urban Renewal Area is an important contributor to the revitalization of the urban renewal area according to the adopted Urban Renewal Plan:
- "Help provide new and rehabilitated housing units suitable for households with a range of incomes and housing needs, recognizing the value of the existing affordable housing stock. Create housing opportunities that allow Lents residents of all ages and income levels to remain in the community...help rehabilitate existing housing in residential neighborhoods through financial assistance, technical assistance, and other methods."
- C. Grantor finds that the Program leverages significant private resources, donations, and volunteer hours to repair homes for existing Lents residents as the price of housing rises. The Program meets Grantor and City of Portland goals to assure the availability of safe, decent housing stock that meets the needs of citizens, including those households earning less than the median family income.
- D. The parties intend that the Program be available to low- and moderate-income households (below 50% Median Family Income) who may otherwise be unable to make the necessary improvements to their home.

Therefore, the parties agree as follows:

AGREEMENT

1. GRANT

1.1 **Grantor Grant.** On the terms and conditions of this Grant Agreement, Grantor agrees to make a permanent grant (the "Grant") to Grantee in the principal amount of One Hundred Twenty Five Thousand and NO/100 Dollars (\$125,000.00) (the "Grant Amount"). In consideration of the Grant, the Grantee hereby agrees to use the funds exclusively for the

Program in the Lents Town Center Urban Renewal Area, as described in the Scope of Work. The Grant is intended by the parties to be a “grant” within the meaning of Treasury Regulation 1.148-6(d)(4)(iii). If there is any inconsistent provision in this Grant Agreement or any other provision in any other agreement between the Grantor and the Grantee relating to the administration of the Program, that inconsistent provision shall be construed and deemed to be amended to the extent necessary to cause this Grant Agreement to constitute a “grant” within the meaning of Treasury Regulation 1.148-6(d)(4)(iii).

2. THE PROJECT

The project is described in the Scope of Work. Grantor reserves the right to reduce the scope of work and attendant compensation defined in this Grant Agreement if insufficient monies are available, if there has been a change in federal or state laws, rules, regulations or guidelines so the project funded by this Grant Agreement is no longer eligible for funding.

3. DISBURSEMENT

3.1 Subject to the terms and any conditions in this Grant Agreement, Grantor shall make the following disbursements to Grantee for administration and implementation of the Community Builders Program in the Lents Town Center Urban Renewal Area:

- **\$62,500.00** disbursed within 15 business days from the execution of this Grant Agreement.
- **\$62,500.00** due for disbursement on January 4, 2010, for implementation of the program until June 30, 2010.

Any unspent funds at the end of the term of this Grant Agreement shall be returned to the PDC for its sole use in its sole discretion.

3.2 Payment shall be full payment for work performed. The PDC shall not be liable for any costs in excess of this amount incurred by the Grantee, except as specifically noted herein. However, payment of the full compensation to the Grantee shall not excuse the Grantee from completing the scope of work.

3.3 The Grantee shall submit to the PDC for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount received. The form shall be determined by the PDC Project Manager. Invoices may be submitted monthly, or at such other interval as specified by the PDC Project Manager. The invoice shall contain at a minimum:

- Invoice date
- Contract number
- Number of hours worked on the project
- Billing rate applied
- Description of reimbursable items.

4. MISCELLANEOUS

4.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

4.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf, the making of the Grant.

4.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

If to Grantee:

REACH Community Development, Inc.
Attn: Executive Director
1135 SE Salmon St.
Portland, OR 97214

If to Grantor:

Portland Development Commission
Attn: General Counsel
222 NW 5th Avenue
Portland, OR 97209-3859
Facsimile: (503) 823-3368

With a copy to:

Portland Development Commission
Attn: Manager, Housing Department
222 NW 5th Avenue
Portland, OR 97209-3859
Facsimile: (503) 823-3435

4.4 **Successors and Assigns.** This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

4.5 **Governing Law.** This Grant Agreement and the other Grant Documents shall be governed by and construed under Oregon law.

4.6 **Assignment.** Grantee may not assign this Grant Agreement without the prior written consent of Grantor.

4.7 **Modification; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Grantee and Grantor. This Grant Agreement taken together with the Regulatory Agreement reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

4.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

4.9 **Exhibits.** Any exhibits attached to this Grant Agreement and referred to herein are incorporated in this Grant Agreement as if they were fully set forth in the text hereof.

4.10 **Time of Essence.** Time is of the essence of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives as of the date first above written.

GRANTOR:

GRANTEE:

The **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION**

REACH Community Development, Inc.

By: _____
Bruce A. Warner, Executive Director

By: _____
Dee Walsh, Executive Director

Exhibit A-1
Scope of Work (2009-2010)
Lents Community Builders Program Grant Agreement

I. The Grantee shall provide the community the following services:

- A. Repair of a minimum of **60 homes** located in the Lents Town Center Urban Renewal Area and owned and occupied by low-income and disabled senior citizens. These services will be provided using a combination of volunteer labor, purchased and donated materials and professional services for a total of approximately **170 repair projects**. The scope of repairs provided to each home will be increased over previous years to respond to needs of homeowners for more substantial repairs (electrical, plumbing, etc.).
- B. Outreach services for the Community Builders Program will be provided in conjunction with ROSE Community Development Corporation (“ROSE”). Grantee will identify ROSE as a partner in this project in all of its Lents area outreach efforts. Grantee will keep ROSE staff informed of progress of work and program activity in the Lents Town Center Urban Renewal Area. ROSE agrees to work with Grantee to publicize the program. Examples might include having program brochures available at ROSE offices, including program information in ROSE publications, and referring potential program recipients to Grantee staff.
- C. Grantee will coordinate with a wide variety of organizations to get services to homeowners in the Lents URA. Grantee may assist homeowners overcome obstacles to receiving services from other programs, identify assistance programs appropriate for the homeowners needs, and identify volunteer labor and donated materials that may be accessed to complete home repairs.
- D. Grantee shall collaborate and partner with Grantor on outreach and referral opportunities about their respective programs for Lents area residents, including cross-marketing through door-to-door outreach, mailings and flyers, newsletters, and community events. Examples include Grantee referring participants in need of more extensive repairs to the Grantor's Home Repair Loan program, featuring REACH's Community Builders Program in PDC publications, links on websites, and Grantor providing Grantee with current materials about PDC homeownership programs.
- E. Grantee shall provide quarterly reports to Grantor on the use of the funds with details on the funds expended, services provided and work performed in accordance with the following schedule:

Quarterly reports due within twenty (20) days after the quarters ending:

- September 30, 2009
- December 31, 2009
- March 31, 2010
- June 30, 2010 (Year-end final report)

The reports will include:

- Achievement of the goals and benchmarks outlined in Section I of this Attachment; and
- Deliverables and work performed by the Grantee, as specific in Section I of this Attachment; and

- Descriptions of matching funds (cash and in-kind), volunteers, and other support contributed by participating partners.

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6735

Title:

AUTHORIZING A GRANT AGREEMENT WITH REACH COMMUNITY DEVELOPMENT, INC. FOR THE COMMUNITY BUILDERS PROGRAM IN AN AMOUNT NOT TO EXCEED \$125,000 FOR THE REPAIR OF HOMES FOR LOW-INCOME AND DISABLED SENIORS IN THE LENTS TOWN CENTER URBAN RENEWAL AREA

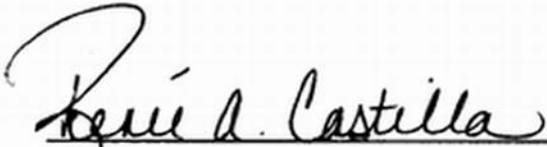
Adopted by the Portland Development Commission on September 23, 2009.

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 checked="" type="checkbox"/>	Commissioner Bertha Ferrán	<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 checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Charles Wilhoite	<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 duly recorded in the official minutes of the meeting.


Renee A. Castilla, Recording Secretary

Date: September 28, 2009