

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6753

APPROVING AN AMENDMENT OF SUBRECIPIENT CONTRACT NO 32000134 BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND THE PORTLAND HOUSING BUREAU TO INCREASE THE TOTAL CONTRACT AMOUNT FROM \$9,724,209 TO \$16,153,748 FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE CDBG-R PROGRAM AND FY 2008-09 HOME PROJECTS

WHEREAS, PDC Commission approved Resolution No. 6723 on July 22, 2009 approving Subrecipient Contract No. 3200134 between PDC and the Portland Housing Bureau (“PHB”) for the implementation and administration of federally funded housing programs;

WHEREAS, PDC Commission approved Resolution No. 6747 on October 14, 2009 approving an increase in an amendment to Subrecipient Contract No. 3200134 to increase the amount to \$9,724,209;

WHEREAS, an additional \$4,403,200 in HOME funded projects previously funded in the FY 2008-09 Subrecipient Contract need to be recognized in the FY 2009-10 Subrecipient Contract based on project timing;

WHEREAS, PHB has received an allocation of \$2,026,456 of Community Development Block Grant-R (CDBG-R) Funds from the U.S. Department of Housing and Urban Development (HUD) and is seeking assistance to implement and administer the CDBG-R program;

WHEREAS, PHB has previously contracted with PDC to provide various services related to the funding and monitoring of housing projects and activities, and PDC is capable and willing to perform these services for the CDBG-R program;

WHEREAS, implementation of the CDBG-R Program furthers PDC mission to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, and quality jobs and housing for all;

WHEREAS, implementation of the CDBG-R Program will benefit the public by addressing blight, improving neighborhoods and assisting Portland residents obtain affordable rental housing options;

WHEREAS, the City has allocated a portion of the CDBG-R funds to PDC in order to have PDC fund eligible projects under terms required by the Portland Housing Bureau, State of Oregon and U.S Department of Housing and Urban Development; and

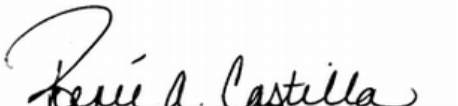
NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to amend the Subrecipient Contract No. 32000134 with the City of Portland to increase the total contract amount to \$16,153,748 for the implementation and administration of the CDBG-R program and FY 2008-09 HOME projects in a form substantially similar to the Amendment #2 attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this Agreement shall be in effect for the fiscal year period starting October 14, 2009, and ending June 30, 2010;

BE IT FURTHER RESOLVED that the Executive Director is authorized to amend or revise the Agreement if necessary to give effect to any budget adjustments or if those amendments relate to procedural or administrative processes; and

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

Adopted by the Portland Development Commission on December 9, 2009.



Renee A. Castilla
Renee A. Castilla, Recording Secretary

Subrecipient Contract No. 32000134

Amendment No. 2

The Subrecipient Contract No. 32000134, “Subrecipient Contract”, between the City of Portland, acting by and through its Portland Housing Bureau (PHB), and Portland Development Commission (PDC) is amended effective October 1, 2009 to add funding for additional housing projects funded through the American Recovery and Reinvestment Act (ARRA).

The above referenced Subrecipient Contract is hereby amended as follows:

- A. All previous items No. 4. Compensation on page 1 are deleted in their entirety and replaced to read:

4. Compensation

The total amount of compensation shall not exceed \$16,153,748 [\$6,640,600 in HOME Investment Partnership Program (HOME); \$2,188,813 in Community Development Block Grant (CDBG); \$2,026,456 in Community Development Block Grant-R (CDBG-R); \$696,742 in Housing Opportunities for Persons with Aids (HOPWA); \$3,249,384 in Neighborhood Stabilization Program (NSP); \$125,142 in Housing Investment Fund (HIF), and \$1,458,611 in General Fund]. The compensation requirements are contained in Section V.

- B. All previous Section V. Compensation and Method of Payment on page 12 are deleted in their entirety and replaced to read:

V. COMPENSATION AND METHOD OF PAYMENT

Subrecipient shall be provided with the following funds:

- A. \$6,408,600 in HOME
- B. \$2,188,813 in CDBG.
- C. \$696,742 in HOPWA.
- D. \$3,249,384 in NSP.
- E. \$125,142 in HIF.
- F. \$1,458,611 in City General Fund.
- G. \$2,026,456 in CDBG-R

- H. Payments to the subrecipient for eligible expenses will be made upon submission of an itemized statement of actual or anticipated expenditures (EXHIBIT C). Both parties prior to approving an expenditure under new budget categories or amounts must approve changes to the approved budget in writing.
 - I. It is agreed to that the total compensation under this contract shall not exceed SIXTEEN MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, THREE HUNDRED THIRTY-SEVEN DOLLARS (\$16,266,337).
 - J. It is agreed that PDC will receive full cost of recovery and reimbursement for expenses incurred in connection with this contract and any amendments.
 - K. Billings shall be submitted to PHB monthly and will include expenses accrued in each calendar month. PHB will review, modify if necessary, approve, and then forward them to the Grants Compliance Division in the Office of Management and Finance (OMF) for payment. Periodic requests between monthly draws may be made on an interim basis as approved by both PDC and PHB. PHB shall make payment to PDC within two weeks of receiving a billing. If for some reason payment cannot be made due to errors or omissions then PHB will request from PDC a corrected billing within the two-week period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.
 - L. Billings for staff time directly working on program delivery of CDBG-R funds shall be reimbursed for expenses incurred with the CDBG-R projects. Billings shall be submitted along with employee time cards with time tracked by specific projects. Time cards must be verified and signed by employee supervisors. Billed time must reflect actual time spent on CDBG-R projects.
- C. Section I. Scope of Work shall be expanded to include the implementation of projects and programs funded with CDBG-R.

The following shall be added to Section I-D on page 9 of the Subrecipient Contract.

6. CDBG-R

- a. PDC staff will be responsible for performing the “PDC Obligations” and the “PDC Services” as described in Sections I-B and I-C of the original contract to implement and administer CDBG-R funding on projects mutually determined by PHB and PDC to meet program guidelines:

- b. PDC staff will:
 - i. In addition to performing services and duties mentioned for each project, track the number of jobs created or retained as a result of CDBG-R spending on projects using the attached report format and definitions in Exhibit J.
 - ii. Develop and execute any and all necessary real estate documents and forms necessary to sufficiently secure the investment of CDBG-R funds in compliance with all applicable Federal, State and Local laws.
 - iii. Ensure that additional compliance and reporting requirements are met by project sponsors including the use of the new CDBG –R boilerplate Agreement (Exhibit I)
 - iv. Provide staff time and technical assistance related to the development and implementation of the program in cooperation with City staff.

- c. City staff will:
 - i. Lead and manage all aspects related to the ARRA RFP, as well as the final selection of CDBG-R projects.
 - ii. Manage and coordinate communication and ARRA reporting to the City of Portland using data provided by PDC.
 - iii. Report to, coordinate and communicate with City Council and the City Commissioner-in-Charge’s office regarding program status, leading all necessary City approval processes and program reporting requirements as requested by City Council or HUD.
 - iv. Provide staff time and technical assistance to advise PDC regarding the interpretation and implementation of CDBG-R.

- D. Section IV, Reporting is amended to add the following:
 M. PDC shall provide the ARRA CDBG-R Jobs Report for all five CDBG-R projects (Exhibit H) as well as the CDBG-R Roll up report (Exhibit I), no later than ten business days prior to January 1, 2010, April 1, 2010 and July 1, 2010 to PHB Contract Manager.
- E. All previous Exhibits A and C of the Subrecipient Contract are deleted in their entirety and replaced with Exhibit A and C attached to this amendment.

Also the following exhibits are added to the original Subrecipient Contract:

1. Exhibit H: CDBG-R Activity Data Spreadsheet/Roll Up Report
2. Exhibit I: CDBG-R Boiler Plate Agreement
3. Exhibit J: ARRA Employment Status Report

- F. All other terms and conditions of the Subrecipient Contract shall remain the same.

**PORTLAND DEVELOPMENT
 COMMISSION**

CITY OF PORTLAND

 Bruce Warner, Director Date

 Margaret Van Vliet, Director Date
 Portland Housing Bureau

APPROVED AS TO FORM:

 Linda Meng Date
 City Attorney

 LaVonne Griffin-Valade Date
 City Auditor

EXHIBIT A

HOME	IDIS	Base	CHDO	Mult Co.	Unobligated CO	Obligated	Total
Rental Housing							
Base Budget		\$526,085	\$575,154	\$26,606			\$1,127,845
FY 2007-08 Obligations							
Shaver Green (38521)	3709					\$207,411	\$207,411
Miraflores (38542)	3743					\$44,042	\$44,042
Eastgate						\$0	\$0
FY 2008-09 Obligations							
Rockwood Pre-Dev (38589)	3947					\$114,769	\$114,769
Rockwood Permanent	TBD					\$511,333	\$511,333
Eastgate						\$938,200	\$938,200
Sacred Heart Villa						\$3,465,000	\$3,465,000
HOME Total		\$526,085	\$575,154	\$26,606	\$0	\$5,280,755	\$6,408,600
CDBG							
		Base	Overage		Unobligated CO	Obligated	Total
Rental Housing							
Base Budget							
FY 2007-08 Obligations							
Sawash Hsg (38534-07)	3722					\$243,145	\$243,145
FY 2008-09 Obligations							
Sacred Heart Villa	TBD					\$0	\$0
Kehillah Housing	TBD					\$275,000	\$275,000
Butte Hotel	TBD					\$190,706	\$190,706
Program Delivery							
SHPO/Rehab Admin		\$20,000					\$20,000
Rental Program Delivery		\$783,557					\$783,557
Loan Servicing		\$326,998					\$326,998
Asset Management		\$152,907					\$152,907
EDI 108 Admin/EcDev		\$10,000					\$10,000
NSP Admin		\$186,500					\$186,500
CDBG Total		\$1,479,962	\$0	\$0	\$0	\$708,851	\$2,188,813
CDBG-R							
		Base					
Base Budget		\$1,835,750					\$1,835,750
CDBG-R Program Delivery		\$190,706					\$190,706
CDBG-R Total		\$2,026,456	\$0	\$0	\$0	\$0	\$2,026,456
HOPWA							
		Base	Overage		Unobligated CO	Obligated	Total
FY 2007-08 Obligations							
Luke-Dorf (38546)	3725					\$39,742	\$39,742
Rosewood	TBD					\$657,000	\$657,000
HOPWA Total		\$0	\$0	\$0	\$0	\$696,742	\$696,742
NSP							
Own Your Own Financing Prgm		\$1,182,415					\$1,182,415
**RFP for 50% MFI Set Aside		\$884,554					\$884,554
RFP for up to 120% MFI		\$1,182,415					\$1,182,415
NSP Total		\$3,249,384					\$3,249,384
HIF							
		Base	Overage		Unobligated CO	Obligated	Total
FY 2007-08 Obligations							
Eastgate (38429)						\$125,142	\$125,142
HIF Total		\$0	\$0	\$0	\$0	\$125,142	\$125,142
GF							
		Base	Overage		Unobligated CO	Obligated	Total
FY 2007-08 Obligations							
333 Oak (38562)						\$1,178,611	\$1,178,611
Rosewood						\$280,000	\$280,000
GF Total		\$0	\$0	\$0	\$0	\$1,458,611	\$1,458,611
Total		\$7,281,887	\$575,154	\$26,606	\$0	\$8,270,101	\$16,153,748

EXHIBIT C

**Page 1 of 3
Amendment No. 2
Payment Invoice
Portland Development Commission**

Contract #: 32000134

Invoice Period: _____

Invoice #: _____

Organization: Portland Development Commission	Total Grant Award: \$16,153,748
Mailing Address: 222 NW Fifth Avenue Portland, OR 97204	Funding Award(s)/Amount: CDBG: \$2,188,813 CDBG-R:\$2,026,456 HOME: \$6,408,600 HOPWA: \$696,742 NSP: \$3,249,384 GF: \$1,458,611 HIF: \$125,142
Contact Name/Title: Tony Barnes	
Phone/Fax: 503-823-1692	Grant Period: July 1, 2009-10– June 30, 2010

CDBG

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
SHPO/Rehab Admin	\$20,000			
Rental Development (Obligated Carryover)	708,851			
Rental Housing Program Delivery	783,557			
Loan Servicing	326,998			
Asset Management	152,907			
EDI 108 Admin	10,000			
NSP Admin	186,500			
Total CDBG	\$2,188,813			

HOME

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (New)	\$526,085			
Mult Co. CHDO Set Aside	26,606			
CHDO Set Aside	575,154			
Rental Development (Obligated Carryover)	5,280,755			

Total HOME	\$6,521,189			
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EXHIBIT C
(Page 2 of 3)
Payment Invoice

CDBG-R

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (New)	\$1,835,750			
Program Delivery	190,706			
Total CDBG-R	\$2,026,456			

HOPWA

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development	\$696,742			
Total HOPWA	\$696,742			

NSP

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Base budget	\$3,249,384			
Total NSP	\$3,249,384			

GF

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development	\$1,458,611			
Total GF	\$1,458,611			

HIF

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (Obligated Carryover)	\$125,142			
Total HIF	\$125,142			

Total Amount Requested: \$ _____ Total Balance: _____
 Prepared by: _____
 Phone No., Email and Date: _____
 Approved by: _____

Please send invoice to:

*Daniel Ledezma
Portland Housing Bureau
421 S W 6th, Suite 1100, Portland, OR 97204*

EXHIBIT H

CDBG-R Activity Data Spreadsheet/Roll Up Report

Jurisdiction/Grantee's Name: City of Portland

CDBG-R Formula Grant Amount: \$2,026,456

Activity Name	Hewitt Place (Innovative Housing)	West Hotel (Macdonald Center)	Arbor Glen (Human Solutions)	Taggart Manor (CCCI)	PCRI Portfolio Rehab (PCRI)	Federal Stimulus Projects (PDC Program Delivery)	Total
Activity Description	Provide funding to Innovative Housing, Inc. for the rehabilitation of Hewitt Place, located at 846 SW 29th Way, Troutdale OR. This project preserves an expiring 15-Year LIHTC project with 44 units serving low-income families at 50-60% MFI.	Provide funding to the MacDonald Center for the rehabilitation of the West Hotel, located at 121-127 NW 6th Ave, Portland, OR. This project serves 27 low-income individuals earning 0-40% MFI.	Provide funding to Human Solutions for the rehabilitation of Arbor Glen, located at 3609 SE 145th Ave, Portland, OR. This project serves low-income families earning 0-60% MFI in 97 units.	Provide funding to Central City Concern for the rehabilitation of Taggart Manor, located at 8066 SE Taggart St, Portland, OR. This 24-unit project serves very low-income families earning 0-50% MFI.	Provide funding to PCRI for the rehabilitation of 12 units located at 939 N Alberta, 8508 N Drummond, 426-28 N Mason, 8735 N Woolsey, Portland, OR. These units serve low-income families earning 0-60% MFI.	Staff and operating costs associated with delivering the affordable housing rehabilitation projects funded with CDBG-R: Hewitt Place, West Hotel, Arbor Glen, Taggart Manor, and the PCRI portfolio.	
Eligibility (Regulatory or HCDA Citation)	14B, 570.202	14B, 570.202	14B, 570.202	14B, 570.202	14B, 570.202	14H, 570.202	
National Objective Citation	LMH	LMH	LMH	LMH	LMH	LMH	
CDBG-R Project Budget	\$650,000.00	\$235,000.00	\$140,000.00	\$301,750.00	\$509,000.00	\$190,706.00	\$2,026,456.00
Additional Recovery Funds							
Other Leverage Funds	\$4,832,744.00	\$69,500.00	\$3,718,617.00	\$0.00	\$68,000.00	\$0.00	\$8,688,861.00
Total Activity Budget	\$5,482,744.00	\$304,500.00	\$3,858,617.00	\$301,750.00	\$577,000.00	\$190,706.00	\$10,715,317.00
Project Address							

Project Budget Y-T-D							
Project Balance							
Completion Status							
Employment Impact Narrative							
Total # of Hours Worked for Report Period							
Total # of Sub Contracts & Sub Awards less than \$25,000							
# of Units Occupied by Elderly							
# of Affordable Units							
# of Section 504 Units							
# of Units Qualified as Energy Star							
Years of Affordability Guaranteed							
# of Units Subsidized with PB Rental Assistance by Another Fed, State or Local Prog.							
# of Units designated for person with HIV/AIDS including units receiving assistance for operations							
# of Units designated for person with HIV/AIDS specifically for chronic homeless							

# of permanent housing units designated for homeless persons and families, including units receiving assistance for operations							
Of permanent housing units designated for homeless, # of units of chronically homeless							

Fill out at set up
Updated quarterly
Filled out at completion

EXHIBIT I
CDBG-R Boiler Plate Agreement

After Recording Return To:
Portland Development Commission
222 N.W. Fifth Avenue
Portland, OR 97209-3859
Attn: Housing

Loan Number:

CDBG-R AGREEMENT AND DECLARATION

THIS CDBG-R AGREEMENT AND DECLARATION (“**Agreement**”) is entered into as of, _____, 20 ____, by and between _____, an Oregon [non profit corporation, limited liability company, or limited partnership] (the “**Owner**”), and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION** (the “**PDC**”).

This Agreement is the CDBG-R Agreement referred to in the Loan Agreement between PDC and Owner of even date herewith and is entitled to the benefits of, and subject to the limitations of, the Loan Agreement. All capitalized terms not defined herein shall have the respective meanings given thereto in the Loan Agreement.

RECITALS

A. Owner is the owner of certain real property located in Multnomah County, Oregon, at [street address] more particularly described in the legal description on the attached **Exhibit A**, which is incorporated by this reference (the “**Property**”).

B. Owner applied to PDC for financial assistance under the Community Development Block Grant Program (“**CDBG**”) pursuant to 42 U.S.C. §5301 *et seq.* (the “**Act**”) as amended by Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005, approved February 17, 2009) (“**ARRA**”). Such financial assistance is referred to herein as CDBG-R Funds.

C. Specifically, the financial assistance is in the form of a loan in the amount of \$_____ (the “**Loan**”) to finance the rehabilitation of a [multifamily or single-family] residential building (the “**Project**”). The Project includes the Property and all buildings, structures, fixtures, equipment, and other improvements now or hereafter constructed or located

upon the Property. The specific tasks to be performed, the schedule for completing the tasks, and the budget are more fully described in the Commitment Letter, the Construction Contract, and the Loan Documents.

D. Owner and PDC have negotiated all the terms and conditions of the Loan and desire to enter into this Agreement to evidence the Owner's obligations to maintain the Project as low income housing.

AGREEMENT AND DECLARATION

NOW, THEREFORE, in consideration of the premises, the promises contained herein and the financial assistance provided to Owner by PDC, the parties agree as follows:

Section 1. General Requirements

1.1 The Loan shall be used exclusively by Owner in a manner consistent with the purposes of ARRA, including, without limitation: (a) to preserve and create jobs and promote economic recovery; (b) to assist those most impacted by the recession; (c) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (d) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and (e) to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. In the event of any variance between the terms and conditions of this Agreement and the compliance requirements of ARRA and applicable federal administrative regulations promulgated thereunder, the terms and conditions of the federal requirements and ARRA provisions shall control.

1.2 Owner, at all times, agrees to comply with 42 U.S.C. §5301 *et seq.* and 24 CFR part 570, as modified by ARRA.

1.3 Owner acknowledges that it is familiar with ARRA; the Notice of Program Requirements for Community Development Block Grant Program Funding Under the American Recovery and Reinvestment Act of 2009, 74 Fed. Reg. 21816 (May 11, 2009)¹ (as amended from time to time) (the "Notice"); Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 *et seq.*, as modified by the Notice); and the HUD Regulations at 24 C.F.R. Part 570 (as modified by the Notice). Owner shall comply with all applicable requirements of ARRA relating to reporting, accountability, and transparency and such other requirements as may be subsequently amended by HUD, OMB or PDC.

1.4 Owner shall operate the Project during the Affordability Period as described in this Agreement.

¹ available at http://portal.hud.gov/portal/page/portal/RECOVERY/programs/CDBG_FORMULA_RESOURCES/cdbg-r-0504.pdf (last accessed on December 2, 2009).

Section 2. Specific ARRA Covenants

2.1 Reporting Requirements. Owner shall track and report ARRA funds separately under this Agreement and cooperate with PDC with respect to the reporting requirements under ARRA. During the term of the Loan, no more than three (3) days following the end of each calendar quarter, or as otherwise requested by PDC from time to time, Owner shall provide a report to PDC in electronic or written format containing the following information:

- i. the total amount of ARRA funds received;
- ii. the amount of ARRA funds received that were expended or obligated to project activities;
- iii. an evaluation of the completion status of the project;
- iv. an estimate of the number of construction and non-construction jobs created and retained;
- v. the number of housing units produced and the number of low-income housing units produced;
- vi. and such other information as requested by PDC from time to time, in its sole discretion.

2.2 Compliance with Investigations. Owner shall comply with any and all investigations by the Office of the Inspector General during the term of the Loan, including, without limitation, by providing prompt responses to requests for information and reasonable access to its facilities, records, and personnel. Without limiting or restricting the authority of an inspector general, Owner shall permit an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to (a) examine any records of Owner that pertain to, and involve transactions relating to, this Agreement, the Loan; and (b) to interview any officer or employee of Owner regarding such transactions.

2.3 Central Contractor Registration. Owner shall register with the federal Central Contractor Registration (“CCR”) (www.ccr.gov) within a reasonable time period following execution of this Agreement, but in no event later than is necessary for Owner to comply with applicable program and ARRA deadlines.

2.4 One-Time Funding. Funds supporting this Agreement have been provided through the ARRA and are subject to the reporting and operational requirements of ARRA. PDC makes no representations/guarantees about funding beyond the term of the Loan as this is being funded with one time dollars from the ARRA. The recipient of these funds is responsible for record-keeping and reporting requirements under ARRA. Reports required by Federal agencies, PDC and the State of Oregon shall include, but are not limited to, performance indicators of program deliverables, jobs created or retained, information on costs and progress against timelines. Additionally, each grant subject to ARRA, including subcontractors and sub-grantees, is subject to audit by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of ARRA may result in the recapture of the balance of funds awarded, as more fully set forth herein.

2.5 False Claims Act Reporting. Owner shall promptly refer to an appropriate inspector general any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim as defined in the False Claims Act (31 U.S.C. §§ 3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, or similar misconduct involving any ARRA funds.

2.6 Environmental Review. Owner shall take all reasonable actions to expedite the completion of, and comply with all rules and regulations pertaining to, the appropriate environmental reviews under the National Environmental Policy Act (43 U.S.C. 4321 *et seq.*) and the related authorities listed in HUD's implementing regulations at 24 CFR part 58., including, without limitation, providing prompt responses to requests for information and access to its facilities, property, records, and personnel. PDC will not commit any CDBG-R Funds for activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

2.7 Davis-Bacon Act Compliance. The Davis-Bacon and Related Acts (collectively "Davis-Bacon") require that laborers and mechanics employed directly on the site of ARRA-assisted construction, alteration or repair activities, receive no less than the locally prevailing wages and fringe benefits. Such workers must be paid unconditionally on not less than a weekly basis. Prevailing wages are computed by the U.S. Department of Labor and are issued in the form of a federal wage determination for each classification of work. All ARRA-funded construction, alteration or repair contracts totaling more than \$2,000 are subject to the Davis-Bacon requirements. Owner must include the contract provisions in 29 CFR 5.5(a) in any contracts entered under this Agreement. Such provisions include, but are not limited to, the requirement of payment of minimum wages to all laborers and mechanics employed or working upon the site of the work, the right to withhold an amount from the contract as is necessary to pay laborers and mechanics the full wages due, and the proper maintenance and submission of payroll records. Owner shall consult with the IHCDA Compliance Monitor to determine the applicability of Davis-Bacon requirements to the project and for compliance assistance.

2.8 Buy American Compliance. Unless otherwise determined by the applicable federal department or agency administering the grant of funds hereunder, Owner shall not use any of the funds awarded to it pursuant to this Agreement for the construction, alteration,

maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. 2 C.F.R. 170.60 *et seq.* [*use if Project involves ‘public facilities and improvements’ as defined in 24 CFR 570.201(c).*]

Section 3. Affordability Period. The COVENANTS contained herein and imposed upon the units in the Project for which CDBG-R Funds apply and the Owner and RUN WITH THE LAND. The obligations contained in this Agreement begin the day of closing of the financing for the Project and shall expire on the latest of (i) [ten (10) years (*for rehab project*) or fifteen (15) years (*for new construction*)] thereafter the date of the closing of the financing for the Project, or (ii) the date upon which any form of public subsidy to the Project ceases (the “**Affordability Period**”), as required by 24 CFR 570.503(a). Public subsidy means any government-sponsored credit, funding, or abatement facility, including but not limited to: loans; property tax or assessment abatements, credits, or reductions; taxable or tax exempt bonds; or grants including fee waivers.

Section 4. Nondiscrimination. Owner shall not discriminate, nor allow discrimination, in the provision of housing on the basis of race, creed, gender, national origin, religion, marital status, sexual orientation, family status, age, disability, or the receipt of public assistance, nor against any tenant who is a parent or legal guardian with whom a child resides or is expected to reside except in the event that the Project (i) is designated exclusively for households, the heads of which are over 62 years of age, or (ii) is designated for households, the heads of which are 55 years of age or older, if the Project meets the requirements of applicable federal law.

Section 5. Additional Requirements. The Project shall comply with all relevant requirements of 24 CFR 570.503, inclusive, which require that there be a written agreement between the recipient (PDC) and the subrecipient (Owner) which must include the following items:

5.1 **Statement of Work.** The description of the work to be performed, the schedule for completing the work, and the budget for the work are described in the Loan Agreement for this Project.

5.2 **Records and Reports.** Owner agrees to maintain specific records and submit specific reports, as identified by PDC, in order to assist PDC with its recordkeeping and reporting requirement.

(a) **Records.** Owner shall maintain records sufficient to meet the requirements of 24 CFR 570.503(b)(2) and 24 CFR 570.506.

(b) **Reporting.** Owner shall submit to PDC each fiscal year such reports as PDC may reasonably require to demonstrate compliance with the terms of this Agreement.

5.3 **Program Income.** 24 CFR 570.503(b)(3) and 570.504(c) require that this Agreement shall specify whether Program Income received by Owner is to be returned to PDC or retained by the Owner.

(a) *(add specific deal terms if applicable)* The parties agree that all Program Income, as defined in 24 CFR 570.500(a) shall be returned to PDC as required by 24 CFR 570.504(c).

5.4 **Uniform Administrative Requirements.** Owner shall comply with the applicable uniform administrative requirements, as described in 24 CFR 570.502, which include:

(a) Owner shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” or OMB Circular No. A-21, “Cost Principles for Educational Institutions,” as applicable, and OMB Circular A-133, “Audits of Institutions of Higher Education and Other Non-profit Institutions” (as set forth in 24 CFR part 45). Audits shall be conducted annually. Owner shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”) or the related CDBG provision, as specified in this paragraph:

- (1) Subpart A – “General”;
- (2) Subpart B – “Pre-Award Requirements,” except for Section 84.12, “Forms for applying for Federal Assistance”;
- (3) Subpart C – “Post-Award Requirements,” except for:
 - (i) Section 84.22, “Payment Requirements.” PDC shall follow the standards of Sections 85.20(b)(7) and 85.21 in making payments to Owner;
 - (ii) Section 84.23, “Cost Sharing and Matching”;
 - (iii) Section 84.24, “Program Income.” In lieu of Section 84.24, Owner shall follow Section 570.504, as described in Section 5.3 of this Agreement;
 - (iv) Section 84.25, “Revision of Budget and Program Plans”;
 - (v) Section 84.32, “Real Property.” In lieu of Section 84.32, Owner shall follow Section 570.505;
 - (vi) Section 84.34(g), “Equipment.” In lieu of the disposition provisions of Section 84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be Program Income (Prorated to reflect the extent

- to which CDBG-R Funds were used to acquire the equipment); and
- (B) Equipment not needed by the Owner for CDBG activities shall be transferred to PDC for the CDBG program or shall be retained after compensating PDC;
- (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
- (viii) Section 84.52, “Financial Reporting”;
- (ix) Section 84.53(b), “Retention and access requirements for records.” Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in Section 84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award; and
- (4) Subpart D – “After-the-Award Requirements,” except for Section 84.71, “Close-out Procedures.”

5.5 Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination may occur if the Owner materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

5.6 Reversion of the Assets. Upon expiration of this Agreement at the end of the Affordability Period, Owner shall transfer to PDC any CDBG-R Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-R Funds. Any real property under Owner’s control that was acquired or improved in whole or in part with CDBG-R Funds (including CDBG-R Funds provided to the Owner in the form of a loan) in excess of \$25,000 is either:

- (a) Used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by PDC; or
- (b) Not used in accordance with subsection (a) above, in which event Owner shall pay to PDC an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-R Funds for the acquisition of, or improvement to, the property. The payment is Program Income to PDC. No payment is required after the period of time specified in subsection (a) above.

Section 6. Other Federal Requirements. Owner agrees to comply with all federal laws and regulations as described in Subpart K (24 CFR 570.600 - 614), except that the Owner does not assume PDC's responsibility for initiating the review process under the provisions of 24 CFR part 52.

6.1 Public Law 88-352 and Public Law 90-284: Affirmatively Furthering Fair Housing; Executive Order 11063. Owner shall comply with the requirements of 24 CFR 570.601, including the following requirements:

- (a) Public Law 88-352, which is Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.
- (b) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620).
- (c) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.

6.2 Section 109 of the Act. Owner shall comply with the requirements of 24 CFR 570.602, including the following requirements:

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR part 6.

6.3 Labor Standards. Owner shall comply with the requirements of 24 CFR 570.603, including the following requirements:

- (a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with Section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.
- (b) The regulations in 24 CFR part 70 apply to the use of volunteers.

6.4 [Reserved]

6.5 National Flood Insurance Program. Owner shall comply with the requirements of 24 CFR 570.605, including the following requirements.

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR part 570.

6.6 Displacement, Relocation, Acquisition, and Replacement of Housing. Owner shall comply with the requirements of 24 CFR 570.606, including, but not limited to the following requirements:

(a) Relocation assistance for displaced persons at URA levels. A displaced person, as defined in 24 CFR 570.606(b)(2), shall be provide with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

6.7 Employment and Contracting Opportunities. Owner shall comply with the requirements of 24 CFR 570.607, including the following requirements:

To the extent that they are otherwise applicable, Owner shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity) and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

6.8 Lead-based Paint. PDC and Owner must comply with the lead-based paint requirements of 24 CFR 570.608 which states that housing assisted with CDBG-R Funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of 24 CFR.

6.9 Use of Debarred, Suspended or Ineligible Contractors or Subrecipients. Owner shall comply with the requirements of 24 CFR 570.609, including the requirements set forth in 24 CFR part 5.

6.10 Uniform Administrative Requirements and Cost Principles. Owner shall comply with the requirements of 24 CFR 570.610, including the following requirements:

PDC and Owner shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under 24 CFR part 570, subpart K. The applicable sections of 24 CFR parts 84 and 85 are set forth at 24 CFR 570.502 and in Section 5.4 of this Agreement.

6.11 **Conflict of Interest.** PDC and Owner shall comply with the conflict of interest provisions set forth at 24 CFR Section 570.611.

6.12 **Executive Order 12372.** PDC and Owner shall comply with Executive Order 12372 as set forth at 24 CFR 570.612.

6.13 **Architectural Barriers Act and the Americans with Disabilities Act.** PDC and Owner shall comply with the requirements set forth at 24 CFR 570.614 regarding compliance with the Architectural Barriers Act and the Americans with Disabilities Act.

Section 7. Covenants Run With the Land

7.1 The Owner represents and warrants that the financing accommodations provided by PDC is an inducement to the Owner to continue to operate the Project in accordance with this Agreement, and that the Owner has induced PDC to make financing accommodations it otherwise would not have made, by promising to operate the Project in accordance with this Agreement for the full, stated term of the Agreement. Therefore, the Owner covenants, agrees, and acknowledges that PDC is the beneficiary of this Agreement, and that PDC has relied upon the enforceability of this Agreement in determining to provide financial accommodations to the Owner in relation to the Project.

7.2 The Owner hereby declares that during the term of this Agreement, the covenants, restrictions, charges and easements set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title including any purchaser, grantee, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a rental agreement or lease for a HOME-assisted unit) shall contain an express provision making such conveyance subject to the covenants, restrictions, charges, and easements contained herein; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

Section 8. Sale or Disposition of the Property and/or the Project

If the Owner desires to sell, transfer, or otherwise dispose of the Property and/or the Project or any portion thereof, Owner shall require the transferee to provide evidence to PDC that the transferee has the skills and capacity to fulfill the terms of this Agreement. Owner acknowledges that the interest rate on the Loan is subsidized by public funds and is below the prevailing market rate for similar financing obtainable in the private marketplace. Owner further acknowledges that the favorable interest rate on the Loan is not intended to benefit Owner or any subsequent owner of the Project in the event of any sale or transfer of the Project or of a beneficial interest in Owner.

Accordingly, any sale or transfer (or any attempted sale or transfer) of all or any part of, or any interest in, the Property or the Project, or any beneficial interest in Owner, without the prior written consent of PDC (which PDC may grant, condition, or withhold in its sole and absolute discretion) is prohibited, and upon any such prohibited sale or transfer, the Note and all other indebtedness secured by the Trust Deed shall become immediately due and payable in full. As used herein, the term “sale or transfer” is used in its broadest sense, and includes, with respect to the Property or Project, a ground lease, master lease or other lease not in the ordinary course of business, land sale contract, foreclosure, deed in lieu of foreclosure, or transfer (by operation of Law or otherwise) pursuant to any dissolution liquidation, merger, reorganization or consolidation, and with respect to a beneficial interest in Owner, a sale, gift or other transfer of any partnership, stock, membership or other ownership interest in Owner other than a transfer upon death of the Owner of such interest.

However, “sale or transfer” shall not include:

- (1) if the Owner is a partnership or limited liability company, a transfer to a general partner (or the sole member of the general partner) or managing member who is as of the date of this Agreement a general partner of the partnership or managing member of the limited liability company,
- (2) a transfer to a qualified nonprofit organization or government agency pursuant to a right-of-first refusal under IRC Section 42(i)(7), or
- (3) a transfer pursuant to a qualified contract under IRC Section 42(h)(6)(F).
- (4) ***[use for tax credit deal]*** a transfer of the interest of the general partner of Borrower resulting from the limited partner's exercise of its removal rights pursuant to Borrower's Limited Partnership Agreement, or
- (5) ***[use for tax credit deal]*** a transfer of the interest of the limited partner of Borrower pursuant to Borrower's Limited Partnership Agreement.

Owner shall provide PDC notice of such a transfer within thirty (30) days.

(b) Owner shall not change the use of the Property without PDC's prior written consent, which consent may be withheld or conditioned in PDC's sole and absolute discretion.

Section 9. Uniformity; Common Plan

The provisions hereof shall apply uniformly to the entire Project to establish and carry out a common plan for the use, development, and improvement of the Property.

Section 10. Compliance; Owner's Obligation

10.1 The Owner shall exercise its best efforts to comply with the requirements of this Agreement and shall correct any noncompliance within thirty (30) days after such noncompliance is first discovered by the Owner, or would have been discovered by the exercise of reasonable diligence, or within thirty (30) days after the Owner receives notice of such noncompliance from PDC or its successors or assigns. Such period for correction may be extended if the Owner is exercising due diligence to correct the noncompliance.

10.2 Notwithstanding any other provision of this Agreement to the contrary, the Owner shall not be deemed to be in default pursuant to the terms of this Agreement for any action taken, or any forbearance from action taken, in order to comply with Section 42 of the Code and applicable regulations, or any rules or regulations promulgated by Oregon Housing and Community Services Department, or other applicable law, that in the Owner's reasonable judgment are required to ensure such compliance.

Section 11. Events of Default.

Any of the following shall be an event of default ("Event of Default") under this Agreement:

11.1 Failure to Comply with Covenants, Conditions, Agreements, or Obligations. Owner fails to perform or abide by any covenant, condition, agreement, or obligation in this Agreement, and such failure, to the extent curable, is not cured within thirty (30) days after written notice from PDC specifying the default or, if such breach cannot with due diligence be cured within such period, if Owner shall fail within such thirty (30) day period to commence cure of the failure and thereafter diligently prosecute to completion such cure (which cure in any event shall occur within sixty (60) days after the default notice).

11.2 Default Under Loan Documents. Owner defaults under the Note, the Loan Agreement, the Trust Deed, or the Loan Documents and fails to cure the default within the applicable cure period, if any, set forth therein.

Section 12. Rights and Remedies on Default

Upon the occurrence of an Event of Default and at any time thereafter, PDC may, at its option, exercise any one or more of the following rights and remedies:

12.1 Performance of Obligations. PDC may, by mandamus or other suit, action or proceeding at law or in equity, require the Owner to perform its covenants, conditions, agreements, and obligations in this Agreement, or to abate, prevent, or enjoin any acts or things which may be unlawful or in violation of the rights of PDC in this Agreement.

12.2 Access to Records. PDC shall have the right to access, inspect, examine, and make copies of all of the books and records of the Owner pertaining to the Project.

12.3 Other Rights and Remedies. PDC shall have any other rights or remedies provided in this Agreement, the Trust Deed, the Note, the Loan Documents, or any other instrument delivered by Owner in connection with the financing accommodations.

12.4 Money Damages. PDC may take such other action available at law or in equity as may appear necessary to enforce the covenants, conditions, agreements, and obligations of the Owner in this Agreement, in such order and manner as it may select, to recover monetary damages caused by such violation or attempted violation of any covenant, condition, agreement, or obligation. Such damages to include but not be limited to all costs, expenses including but not limited to staff and administrative expense, fees including but not limited to all reasonable attorneys' fees which may be incurred by PDC or any other party in enforcing or attempting to enforce this Agreement following any Event of Default on the part of the Owner or their successors, whether the same shall be enforced by suit or otherwise; together with all such costs, fees, and expenses which may be incurred in connection with any amendment to this Agreement or otherwise at the request of the Owner.

12.5 Receiver. PDC may petition for the appointment of a Receiver who shall have the right to enter the Project upon appointment.

Section 13. Severability

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions hereof.

Section 14. Notices

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

Owner:
with a copy to:

PDC: Portland Development Commission
Attn: Louise K. Lauman, Asset Manager
222 NW Fifth Avenue
Portland, OR 97209-3859
Facsimile: (503) 865-3705

with a copy to: Portland Development Commission
Attn: General Counsel
222 NW Fifth Avenue
Portland, OR 97209-3859
Facsimile: (503) 823-3368

Section 15. Subordination of Agreement

It is anticipated that PDC will subordinate this Agreement to the Senior Permanent Lender's permanent loan documents. If the Senior Permanent Lender requests PDC to subordinate its security interest to the Senior Permanent Lender's loan documents and after PDC's approval of the terms and conditions of the Senior Permanent Lender's loan documents, PDC shall execute such subordination agreement and other documents as are necessary to evidence such subordination. PDC will not unreasonably withhold approval of the Senior Permanent Lender's loan documents.

Section 16. Governing Law, Venue

This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court of Multnomah County, Oregon.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

OWNER:

PDC:

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

By: _____
It's _____

By: _____
Bruce A. Warner
Executive Director

APPROVED AS TO FORM:

PDC Legal Counsel

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Bruce A. Warner as the Executive Director of the Portland Development Commission.

Notary Public of Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as the _____ of _____.

Notary Public of Oregon
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT J
ARRA Employment Status Report
See Attachment A

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6753

Title:

APPROVING AN AMENDMENT OF SUBRECIPIENT CONTRACT NO 32000134 BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND THE PORTLAND HOUSING BUREAU TO INCREASE THE TOTAL CONTRACT AMOUNT FROM \$9,724,209 TO \$16,153,748 FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE CDBG-R PROGRAM AND FY 2008-09 HOME PROJECTS

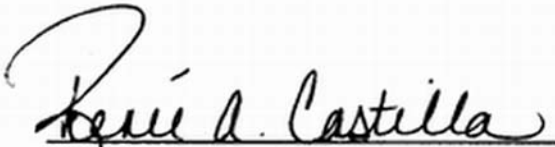
Adopted by the Portland Development Commission on December 9, 2009.

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: December 11, 2009