

**PORTLAND DEVELOPMENT COMMISSION**  
Portland, Oregon

**RESOLUTION NO. 6761**

**AUTHORIZE RENEWAL OF A LEAD-BASED PAINT HAZARD CONTROL PROGRAM AND INTERAGENCY AGREEMENT WITH THE CITY OF PORTLAND FOR ADMINISTRATION OF THE PORTLAND REGIONAL LEAD HAZARD CONTROL PROGRAM FROM JANUARY 1, 2010 TO DECEMBER 31, 2010**

**WHEREAS**, the Portland Regional Lead Hazard Control Program ("PRLHCP"), through the City of Portland ("City") Portland Housing Bureau ("PHB") was awarded a \$4 million residential lead-based hazard control grant by the United States Department of Housing and Urban Development ("HUD");

**WHEREAS**, the City has previously contracted with the Portland Development Commission ("PDC") to implement and administer a HUD funded residential lead-based paint hazard control program ("Lead Program");

**WHEREAS**, PDC is capable of and willing to implement and administer the Lead Program; and

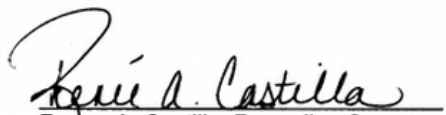
**WHEREAS**, the City has authorized a one year contract amount of \$1,490,532 for financial assistance, program implementation, administration, and relocation costs during the 2010 calendar year.

**NOW, THEREFORE, BE IT RESOLVED** that the Board authorizes the PDC Executive Director or his designee to continue the lead-based paint hazard control program in accordance with the policies and procedures as developed and modified by the PRLHCP partners consisting of the counties of Multnomah, Washington and Clackamas and the cities of Beaverton, Portland and Gresham;

**BE IT FURTHER RESOLVED** that the PDC Executive Director is authorized to enter into an Interagency Agreement with the City, by and through the PHB, in a form substantially similar to the agreement attached as Exhibit A, including all attachments thereto, to implement and administer a residential lead-based paint hazard control program for the period of January 1, 2010 to December 31, 2010; and

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

**Adopted by the Portland Development Commission on January 13, 2010.**

  
Renee A. Castilla, Recording Secretary

**CFDA# 14.900  
EXHIBIT A**

**CONTRACT NO.**

A Contract between the CITY OF PORTLAND, OREGON (City) and the PORTLAND DEVELOPMENT COMMISSION (Subrecipient) to administer lead hazard control funding in units with lead based paint hazards.

1. The City of Portland Housing Bureau (PHB) was awarded a \$4 million dollar Lead Hazard Reduction Demonstration Grant from the United States Department of Housing and Urban Development for the control of lead based paint hazards in low-income single-family and multi-family housing units in the Portland metropolitan area.
2. The City has previously contracted with the Subrecipient to administer a HUD Lead Hazard Control grant.
3. As part of the Portland Regional Lead Hazard Control Program the Subrecipient is capable and willing to coordinate lead hazard inspections, relocation, and lead hazard control work in low and moderate-income homes independently and in association with currently existing programs of the Subrecipient within the Portland metropolitan area.
4. The City Council has authorized  
\$2,708,000 for unit lead hazard control  
\$972,000 for operating costs  
\$70,000 for relocation costs
5. The Council now desires to enter into a formal Contract with the Portland Development Subrecipient to administer a HUD Lead Hazard Reduction Demonstration Grant program to perform lead hazard control work on low and moderate-income houses in the Portland metropolitan area. The total amount of the contract shall not exceed \$1,490,532 over a one year period of the three year grant.

**AGREED**

- I. Scope of Services
  - A. GUIDELINES: The Subrecipient will provide the services described below for the duration of the Contract in accordance with:
    1. HUD Lead Safe Housing Rules, 24 CRF 35, subparts B-R;
    2. HUD 2009 Lead Based Paint Hazard Control and Lead Hazard Reduction Demonstration Grant Program Notice of Funding Availability Number FR-5300-N-06
    3. The PHB Lead Hazard Reduction Demonstration Grant application submitted in response to the HUD 2009 NOFA.

- B. **SERVICES:** Services may be performed for jurisdictions in the Portland metropolitan area, including Clackamas County, Multnomah County Washington County, City of Beaverton, City of Gresham, and the City of Portland.

Only households with incomes under 80% of median family income are eligible to receive lead hazard reduction assistance. Owner-occupied units must have a child age six and under residing in them. Eligible units are limited to owner occupied units, rental units provided by private landlords, unsubsidized rental housing with tenants with incomes under 80% of median income, non-profits housing providers or rental units receiving a Section 8 certificate. Exceptions may be made for privately owned rental units occupied by a child age 18 years or under with an identified elevated blood lead level.

1. Provide administration and management of lead hazard reduction funds including data tracking, tracking of individual unit progress, management of relationships with regional partners, outreach to local non-profit housing providers and Section 8 programs, construction quality control, compliance monitoring, and collaboration with local programs conducting lead education and outreach in the community.

Schedule risk assessments in all homes receiving hazard reduction funded with HUD Lead Hazard Reduction Demonstration Grant Program resources.

Addressing presumed lead hazards is not an eligible activity with grant resources. All applicants to the program will receive the PHB brochure, “Lead Poisons Kids, Have Your Kids Been Tested”.

2. Develop a scope of work for lead hazard reduction activities that directly corresponds to the risk assessment conducted on each property. In cases where rehabilitation work is also being conducted, the scope of work will be developed in conjunction with the rehab scope of work.
3. Coordinate and monitor agreed upon lead hazard control activities using only certified abatement contractors or HUD/NARI trained contractors as required by regulation. Lead hazard reduction work is not to be funded in any flood plain areas using HUD grant resources.
4. Coordinate tenant relocation as necessary.
5. The Subrecipient shall implement all lead hazard reduction activities according to the HUD "*Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*", and the requirements outlined in the *2006 HUD NOFA*.
6. If a policy or procedure arises that is not covered by any of the adopted documents cited, the issue shall be brought to the Regional Consortium so that decisions can reflect the needs of partnering jurisdictions and be captured in policy and procedure documents.

- C. **REPORTING:** The Subrecipient contract manager will submit quarterly reports on the progress and accomplishments of lead-related activities to the City Program Manager by the 20th day following the end of each calendar quarter:

January 20, April 20, July 20 and October 20.

Reports will be in a format that contains the data required by HUD reports detailed in Attachment B.

II. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for actual expenditures or anticipated expenses (based on an official bid or estimate upon submission of an itemized billing statement).
- B. Requests for payments may be submitted monthly.
- C. All funds received by the Subrecipient, whether requested for actual or anticipated expenses, must be disbursed within three (3) working days of receipt.
- D. Any changes to the approved budget must be approved in writing by the City Program Manager before any expenditure of funds in new amounts or line items.
- E. Total compensation under this Contract shall not exceed ONE MILLION, FOUR HUNDRED NINETY THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS (\$1,490,532).

III. Program Managers

- A. The City Program Manager shall be Andrea Matthiessen, or such person as shall be designated in writing by the Director of the Portland Housing Bureau.
- B. The Subrecipient Program Manager shall be Shelly Haack or such person as shall be designated in writing by the Subrecipient.
- C. The City Program Manager is authorized to approve work and billings hereunder to give notices referred to herein, to terminate the Contract as provided herein, and to carry out any other City actions herein.

IV. Lead-Based Paint General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, either party shall fail to fulfill in timely and proper manner obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, either party shall have the right to terminate this Contract by giving written notice to the other of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.

Either the City or PDC, on thirty (30) days written notice to the other party, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **CHANGES.** The City or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

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

- D. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:

1. 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).
  2. 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).
  3. The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  4. 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.
  5. 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 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, if the funds will be used for housing containing 5 or more assisted units.
- E. **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 three years after the City makes final payments and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the

Subrecipient regarding its billings or its work here under.

- G. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the 3 year period established by Section F above.

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

- H. **INDEMNIFICATION.** As between Subrecipient and the City, the City shall be responsible for any claims, demands, actions or suits arising from written policy or procedure decisions and the Subrecipient will be responsible for any other claims, demands, actions, or suits arising from its or any subcontractors work under this Agreement.

- I. **LIABILITY INSURANCE.**

(a) The Subrecipient shall maintain public liability and property damage insurance that protects the Subrecipient and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Subrecipient 's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, Subrecipient shall provide a new policy with the same terms. Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Subrecipient shall 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.

J. WORKERS' COMPENSATION INSURANCE.

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

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

(c) If Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient prior to commencing work under this Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (A), TERMINATION FOR CAUSE, hereof shall not apply.

K. SUBCONTRACTING AND ASSIGNMENT. The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the



Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if sub-contractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- L. INDEPENDENT COMMISSION STATUS. The Subrecipient is engaged as an independent Commission and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- M. CONFLICTS OF INTEREST. Per 24 CFR 92.356 and/or 24 CFR 570.611, no City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No board of director's member or employee of the Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No City officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this contract.

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

- N. CONTRACT ADMINISTRATION. The Subrecipient shall also comply 24 CFR 570.502(b). The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.
- O. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- P. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- Q. **PROGRAM INCOME/PERSONAL PROPERTY.** Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- R. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations.
- In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.
- S. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.
- T. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with the applicable regulations relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- U. **PROGRAM ACCESS BY THE DISABLED.** The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- V. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

W. INTEGRATION. This agreement contains the entire agreement between the City and the Subrecipient regarding the Lead Hazard Control Grant and supersedes all prior written or oral discussions or agreements.

X. LABOR STANDARDS.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

Y. FLOOD DISASTER PROTECTION. The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

AA. 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.

BB. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.

CC. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

- DD. CHURCH-STATE. The Subrecipient agrees to comply with the applicable provisions regarding the use of federal funds by religious organizations.
- EE. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- FF. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- GG. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- HH. CONTRACT ADMINISTRATION. If Subrecipient is a public agency, must also comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- II. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and Subrecipient are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.

JJ. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.** Contractors and subrecipients must comply with the requirements of Executive Orders 1162, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

VI. **Period of Agreement and Contract**

The term of this Contract shall be effective as of December 1,2009 and shall terminate effective June 30, 2010. The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of Lead Hazard Control funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF PORTLAND**

**PORTLAND DEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Nick Fish  
Commissioner

\_\_\_\_\_  
Bruce Warner  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Linda Meng, City Attorney

\_\_\_\_\_  
Matthew Baines, Legal Counsel

**ATTACHMENT A**

**PORTLAND DEVELOPMENT COMMISSION  
PORTLAND REGIONAL LEAD HAZARD CONTROL PROGRAM BUDGET  
ROUND 16**

<b>Personnel (Direct Labor)</b>	<b>\$220,079</b>
<b>Fringe Benefits</b>	<b>88,032</b>
<b>Travel</b>	<b>17,555</b>
<b>Equipment</b>	<b>0.00</b>
<b>Supplies and Materials</b>	<b>13,672</b>
<b>Consultants</b>	<b>18,176</b>
<b>Contracts and Sub-Grantees</b>	<b>0.00</b>
<b>Construction</b>	<b>23,334</b>
<b>Other Direct Costs</b>	<b>792,666</b>
<b>Indirect Costs</b>	<b>317,018</b>
<b>Total:</b>	<b>\$1,490,532</b>

# PDC

PORTLAND DEVELOPMENT COMMISSION

## Resolution Number 6761

Title:

**AUTHORIZE RENEWAL OF A LEAD-BASED PAINT HAZARD CONTROL PROGRAM AND INTERAGENCY AGREEMENT WITH THE CITY OF PORTLAND FOR ADMINISTRATION OF THE PORTLAND REGIONAL LEAD HAZARD CONTROL PROGRAM FROM JANUARY 1, 2010 TO DECEMBER 31, 2010**

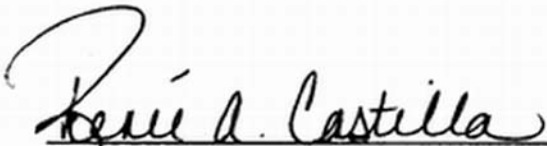
Adopted by the Portland Development Commission on January 13, 2010.

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 type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

### Certification

The undersigned hereby certifies that:

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

  
Renee A. Castilla, Recording Secretary

Date: January 22, 2010