

**Agenda No. 487**

**ORDINANCE NO.**

\*Authorize Intergovernmental Agreement with Prosper Portland in support of the ongoing implementation of housing functions at the Housing Bureau and economic opportunity functions at Prosper Portland (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland (the "City") consolidated the housing and economic opportunity functions that existed at the City's Bureau of Housing and Community Development and Prosper Portland through Ordinance No. 182465 on January 7, 2009, and established the Portland Housing Bureau (PHB) to assume such housing functions; and moved economic opportunity functions to Prosper Portland.
2. Prosper Portland, as the duly-designated urban renewal agency of the City is granted broad powers under ORS 457 for the planning and implementation of urban renewal programs, projects and activities.
3. Prosper Portland's urban renewal activities include housing rehabilitation, finance and development consistent with ORS Chapter 457.
4. The City Charter charges Prosper Portland with implementing the vision and goals of the City relating to affordable housing as adopted by the City Council. In accord with City Ordinance number 184329, PHB is charged with developing Citywide housing policy and delivering programs that increase the supply of affordable housing, preventing and ending

**Introduced by**

Commissioner Ryan

**Bureau**

Housing

**Prepared by**

Anna Shook

**Date Prepared**

June 1, 2021

**Requested Council Date**

June 23, 2021

**Requested Agenda Type**

Regular 10 minutes

**Date Filed with Clerk**

June 14, 2021

homelessness, and increasing homeownership for households of color.

5. PHB is responsible for implementation of the City's housing policy, and is the representative bureau for the City of Portland as a participating jurisdiction receiving federal grant funds from the US Department of Housing and Urban Development (HUD). In order to promote greater coordination between the housing rehabilitation, finance and development projects undertaken as urban renewal activities and the City's housing policy implemented by PHB, and as authorized by ORS 457.210, Prosper Portland desires to contract with PHB for the implementation of that portion of Prosper Portland's urban renewal activities involving affordable housing rehabilitation, finance and development and other affordable housing activities historically performed by Prosper Portland; Prosper Portland desires to provide federal grant-funded economic opportunity activities and PHB desires to provide reimbursement for those activities.
6. Through this intergovernmental agreement, and the consolidation and clarification of roles, PHB will produce greater efficiencies and a better return on taxpayer investment.

NOW, THEREFORE, the Council directs:

- a) The Commissioner in Charge of PHB is hereby authorized to execute the Intergovernmental Agreement for Housing Rehabilitation, Finance and Development, Housing Support Services, and the Economic Opportunity Initiative substantially in the form attached hereto as Exhibit A (the "IGA").
- b) The Director of PHB is hereby delegated the authority to modify, by amendment, the IGA, per its provisions.

Section 2. The Council declares that an emergency exists in order to continue the implementation of housing and economic opportunity functions. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by Council:

**MARY HULL CABALLERO**  
Auditor of the City of Portland

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

**FISCAL YEAR 2021-22  
INTERGOVERNMENTAL AGREEMENT  
for Housing and Finance Services  
Between  
Prosper Portland  
And  
Portland Housing Bureau  
Intergovernmental Agreement No.: 30007770**

This Intergovernmental Agreement (this “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) by and between the **City of Portland, acting by and through its Portland Housing Bureau (“PHB”)** and **Prosper Portland**. Prosper Portland and PHB may be referred to jointly herein as the “Parties” or individually as a “Party”.

**RECITALS**

1. In accordance with City Ordinance number 184329 passed by the Portland City Council (“Council”) effective as of December 15, 2010, PHB is charged with developing Citywide housing policy and delivering programs that increase the supply of affordable housing, and increasing homeownership for households of color.
2. Prosper Portland is charged with developing and implementing economic development and community development policies and programs that create economic growth and opportunity throughout Portland. Prosper Portland catalyzes urban development (i.e. appropriate mix of residential, commercial, industrial and office) by leveraging public and private resources in furtherance of the City of Portland (the “City”), Prosper Portland and community-defined objectives.
3. In order to promote greater coordination between the housing rehabilitation, finance and development projects undertaken as urban renewal activities and the City’s Affordable Housing Policy implemented by PHB, and as authorized by ORS 457.210, Prosper Portland and PHB have entered into a series of Intergovernmental Agreements including that certain Fiscal Year 2020-21 Housing and Finance Services Agreement (Intergovernmental Agreement No. 30007290) effective July 1, 2020 (the “Prior IGA”). Under the Prior IGA and earlier IGAs, Prosper Portland has contracted with PHB to implement portions of Prosper Portland’s urban renewal activities involving affordable housing rehabilitation, finance and development, and PHB has assumed responsibility for such contracted affordable housing activities within Urban Renewal Areas. Prosper Portland and PHB desire to continue this arrangement.
4. Additionally, under the Prior IGA and earlier IGAs, in order to coordinate Prosper Portland’s economic development work with that of the Economic Opportunity Initiative (“EOI”) and best utilize the capabilities of the Parties, Prosper Portland has been a Subrecipient of certain CDBG funds obtained by PHB. Prosper Portland and PHB desire to continue this arrangement.
5. The Prior IGA terminated on June 30, 2021.

6. Prosper Portland and PHB also desire to enter into this Agreement to provide for PHB's continuing implementation of the Affordable Housing Set Aside Policy involving housing rehabilitation, finance, development, homeownership programming within Urban Renewal Areas, and to provide for PHB's continuing responsibility for those affordable housing activities historically performed by Prosper Portland as more specifically described herein.

Now therefore, the Parties agree as follows:

## AGREEMENT

### I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set forth in this Section I.

**"Affordable Housing Set Aside Policy"** means the policy adopted by Council on October 25, 2006 as Ordinance 180547, amended on November 16, 2011 by Ordinance 185007 and further amended on October 28, 2015 by ordinance 187415, allocating 45% of new tax increment funds to affordable housing, as such policy may be further amended from time to time by Council.

**"Affordable Set Aside Housing Project"** means a project that is intended to fulfill the Affordable Housing Set Aside Policy and is funded with TIF.

**"Housing Forecast"** means the forecast for the succeeding four fiscal years that identifies the currently anticipated future tax increment funds that will be available to PHB under the Housing Set Aside Policy. A copy of the Housing Forecast is attached hereto as Exhibit A and incorporated herein by this reference.

**"Mixed-Income Project"** means a project that includes residential housing with fewer than all residential units made available at affordable rates. "Affordable" for purposes of this definition means residential units affordable to 60% or lower Median Family Income.

**"Mixed-Use Project"** means a project that includes both residential housing as well as commercial space.

**"Program Income"** means revenue generated by assets created or acquired, or activities financed with, tax increment resources, or program income derived from an urban renewal area. Program Income includes, but is not limited to, loan repayments and the proceeds of the sale of real property or other assets, including Prosper Portland assets transferred to PHB.

**"TIF"** means Tax Increment Financing.

### II. PHB SCOPE OF WORK

Subject to the terms and conditions of this Agreement, PHB shall perform the following activities. To the extent authority has been conferred by law on Prosper Portland to

perform these activities, Prosper Portland hereby delegates such authority to PHB as necessary to perform the activities.

**A. Affordable Set Aside Housing Projects.**

1. PHB shall select, plan and implement Affordable Set-Aside Housing Projects in the City’s urban renewal areas consistent with the urban renewal objectives, as reflected in the relevant urban renewal plans and the City’s Affordable Housing Set Aside Policy, subject to the requirements of applicable law, including ORS Chapter 457.
2. For each PHB Affordable Housing Set-Aside Project, PHB shall be responsible for all work necessary to develop, complete and administer the program, project, or activity, including but not limited to, outreach, planning, acquisition, disposition, relocation, negotiation and underwriting, preparing and executing the necessary documentation, and administering all related contracts and agreements, including disbursements, construction coordination and monitoring, compliance monitoring, environmental inspections, asset management (including but not limited to loan servicing and property management), accounting, reporting, and enforcement. Prosper Portland may assist with a portion of the foregoing work under the terms of this Agreement.
3. PHB shall be responsible for satisfying the requirements of the Affordable Housing Set Aside Policy.
4. In implementing projects, PHB will employ its best efforts to meet or exceed the City’s goals and objectives for business and workforce equity and other City policies pertaining to fair contracting.
5. PHB shall report to Prosper Portland quarterly on how the Affordable Housing Set Aside dollars are being utilized. This would include reporting the following around multi-year TIF investments, as well as, homebuyer and home repair programs, land banked properties, and other real estate holdings:
  - a) Project Name
  - b) Address
  - c) Project Type
  - d) Status i.e. Planning, Under Construction, Complete
  - e) Start Date
  - f) Completion Date
  - g) TIF Investment
  - h) Public Investment
  - i) Total Project Costs
  - j) Units by Affordability

## k) Spatial files

**B. North/Northeast Community Development Initiative**

PHB shall implement Prosper Portland’s North/Northeast Community Development Initiative, *Strategy 3: Invest in New and Existing Homeowners*, in the Interstate Corridor Urban Renewal Area, for the term of this Agreement limited to homeowners with incomes between 80% and 120% Median Family Income (“MFI”). Listed below are the programs to be implemented by PHB pursuant to this Section II(B) of this Agreement, their proposed outcomes and total budgets:

<b>Strategy 3: Invest in New and Existing Homeowners</b>	<b>Outcomes</b>	<b>Total Budget</b>
1. <b>Homeownership:</b> Expand the availability of PHB’s Down Payment Assistance Loan program to first-time homebuyers with incomes between 80% and 120% MFI. Provide 0% interest loans up to \$80,000.	20 Households	\$1,600,000
2. <b>Home Repair Program:</b> Home Repair Program: Expand the availability of PHB’s Single Family Home Repair loan program to homeowners with incomes between 80% and 120% MFI. Provide 15 year forgivable loan, up to \$40,000 with 0% interest and no payments to provide critical repairs.	40 Households	\$1,600,000
	<b>Total</b>	<b>\$3,200,000</b>

The total budget is expected to spend out over a five-year period and shall not exceed THREE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$3,200,000).

Prosper Portland may adjust income guidelines identified in Section II(B) of this Agreement biannually based on performance and work with N/NE CDI Oversight Committee. Adjustment will occur through an amendment of this Agreement. Staff time and administrative overhead for the programs set forth in this Section II(B) of this Agreement shall be funded from the Interstate Affordable Housing Set Aside budget for FY 2021-22, as set forth in Exhibit A to this Agreement. Program delivery funds will be tracked separately from Interstate Affordable Housing Set Aside funds.

PHB will coordinate with Prosper Portland on any outreach efforts and advisory committee reporting for the programs set forth in this Section II(B) of this Agreement.

Prosper Portland may terminate Section II (B) of this Agreement and recoup outstanding loans (outstanding loans will be reassigned to Prosper Portland) and resources if existing and/or amended program is not performing.

**C. Regulatory Compliance**

On mutually funded projects, PHB and Prosper Portland agree that PHB shall monitor and enforce the income restrictions of both PHB and Prosper Portland restricted units.

Details of the monitoring agreement, if any, shall be captured on agreements specific to each project. A list of such projects is shown in Exhibit C.

<b>Support Services</b>	<b>Personnel Services/Indirect</b>
Regulatory Compliance	\$5,000

**III. PROSPER PORTLAND SCOPE OF WORK**

**A. Headwaters Apartments Master Bond Declaration and Commission Certificate**

Prosper Portland will continue to monitor the debt service coverage ratio as established in the Master Bond Declaration and Commission Certificate until such time as the Headwaters Bond Series A and/or B are refinanced and this obligation is null and void.

**B. EOI Activities**

Prosper Portland, as Subrecipient of certain CDBG funds and CDBG-CV funds via PHB, shall continue to perform the EOI Activities services previously performed by Prosper Portland on the terms and other annual conditions set forth in Appendix A hereto (the “EOI Terms and Conditions”). To the extent that a provision in the EOI Terms and Conditions is in conflict with the terms of this Agreement, the more restrictive provisions shall control.

**C. HUD 108 Program 2017 Refinance Authorization**

1. The City was awarded a U.S. Department of Housing and Urban Development (“HUD”) Economic Development Initiatives (“EDI”) Section 108 loan of \$8,000,000 and a corresponding \$2,250,000 in Economic Development grant funds. Prosper Portland has performed certain roles and responsibilities related to these awards in accordance with Agreement No 32101, passed by Council on January 20, 1999.

2. Agreement No 32101 terminated on June 30, 2001 and there were no subsequent renewals agreed upon in writing between the Parties. In spite of the termination, Prosper Portland continued to provide services in accordance with the original agreement in good faith in conjunction with the City, with regard to Agreement No 32101. By Ordinance No. 181283, Council authorized PHB (formerly known as the Bureau of Housing and Community Development



(“BHCD”) to enter into an intergovernmental agreement with Prosper Portland regarding the administrative responsibilities for the Commercial Revitalization Loan Fund (“CRLF”). The formal execution of the amendment extending Agreement No 32101 occurred by the Parties effective October 2, 2007 (the “2007 Amendment”).

3. The 2007 Amendment declared the intent of the Parties to continue to work together on the development of the HUD 108 program, and that BHCD (now PHB) be responsible for administering the program, and that PDC (now Prosper Portland) be responsible for the implementation of the CRLF. The 2007 Amendment further authorized PHB and Prosper Portland to mutually agree upon renewal of the Intergovernmental Agreement. The 2007 Amendment lapsed by its own terms in 2010, but the Parties have continued in good faith to administer their various obligations under Agreement No 32101, manifesting their on-going, continuous agreement through the ordinary course and scope of dealing.

4. In Ordinance No. 184269, effective December 1, 2010, Council delegated to PHB’s Director authority to review and accept Section 108 guaranteed loan pool funds from HUD, in consultation with the Commissioner in Charge.

5. The Parties acknowledge and agree that the terms of the 2007 Amendment have continued to be performed by the Parties through their ordinary course of dealings as if it remained in full force and effect, and the Parties hereby ratify and agree that the 2007 Amendment continues in effect through June 30, 2022 in all of its terms and conditions.

6. Actions by CRLF borrowers funded under the CRLF, including, but not limited to, payment default or restructures, may cause HUD to take financial action against the City and its CDBG entitlement. Prosper Portland hereby agrees to take any and all actions that may be necessary, including curing any defects and restoring funds, to ensure that the City is held harmless and that the City’s CDBG entitlement is not compromised as a result of Prosper Portland’s actions or omissions with respect to the CRLF.

#### **D. Community Opportunities and Enhancement Program (COEP)**

1. The City of Portland, through Council Resolution 37331, directed the Office of Management and Finance (OMF) and the Office of Equity and Human Rights (OEHR) to develop the COEP. City Council amended the COEP and authorized

the City to enter into an Intergovernmental Agreement with Prosper Portland to administer Phase 1 of the COEP via Ordinance No. 189834, adopted January 29, 2020. OMF, OEHR and Prosper Portland entered into an Intergovernmental Agreement governing the administration of Phase I of the COEP effective as of February 29, 2020.

2. Prosper Portland, OMF, and OEHR are committed to increasing diversity and equity in public contracting for minorities, women, low income, and disadvantaged people through workforce and business development.
3. PHB's Housing Bond Strategy requires development teams to use a City funded 3<sup>rd</sup> party consultant to assist with implementation of equity hiring and workforce training plans.
4. Through the COEP, subcontractors on each PHB funded project will have access to COEP service providers who can assess their needs, create a plan of assistance, and connect them to the appropriate resources and services.
5. PHB agreed in the Prior IGA to pay Prosper Portland for these services in an amount of up to \$300,000, payable over a two-year period. PHB will continue to make payments for services rendered, up to the remaining balance of the funds committed in the Prior IGA, and Prosper Portland will continue to provide services under this Section III(D) during the term of this Agreement.

#### **IV. PHB and PROSPER PORTLAND JOINT OBLIGATIONS**

- A.** PHB and Prosper Portland will coordinate and cooperate regarding creation and amendment of urban renewal plans as they relate to housing rehabilitation, finance and development. Prosper Portland will include PHB in its planning efforts with respect to the housing rehabilitation, finance and development aspects of urban renewal plans, including in conversations underway in Cully, East Portland and for SW Corridor.
- B.** PHB and Prosper Portland will coordinate and cooperate regarding creation and amendment of annual budgets that specify the funding and housing forecasts for Urban Renewal Housing Projects covered by this Agreement in accordance with the Affordable Housing Set Aside Policy.
- C.** PHB and Prosper Portland acknowledge and agree on the following \$20,000,000 investment strategy for the development of the United States Post Office site in the River District Urban Renewal Area (the "USPO Site"):

1. Based on the sales price of the USPO Site, \$14,500,000 of PHB's investment will result in a fee simple interest in a proportionate portion of the USPO Site.
2. The parcel(s) and the location within the USPO Site that has been determined between Prosper Portland and PHB in accordance with the Master Plan and IGA between Prosper Portland and the City of Portland for River District Support is Parcel 4, with the potential for future additional affordable housing development rights at One Waterfront or Block R, contingent upon the inclusionary housing units achieved via private development and achieving the overall Master Plan affordable housing goals.
3. Working with Prosper Portland and future developers, PHB will use the remaining \$5,500,000 to invest in affordable housing.
4. Working with Prosper Portland and future developers, PHB will use available regional or local housing bond resources to implement affordable housing on the developable portion of Parcel 4 as part of Phase 1 Master Plan development, including any final sidewalk finishes or other infrastructure improvements required under the Master Plan and IGA.

**D. Joint Projects Roles and Responsibilities.** For projects receiving TIF from Prosper Portland or PHB and that involve both residential and commercial uses, a lead agency will be designated for purposes of negotiating with the developer, coordinating with other project partners and organizing public outreach regarding certain projects as guided by the following principals:

1. When a project is funded primarily by 45% TIF Set Aside (and neither located on Prosper Portland-owned property nor financed with 55% non-TIF Set Aside resources) then PHB is the project lead; PHB shall consult with Prosper Portland to determine policy objectives with regard to commercial uses in the specific geography.
2. When a project is funded primarily by 55% non-Set Aside (and neither located on PHB-owned property nor financed with 45% Set Aside resources) then Prosper Portland is the project lead; Prosper Portland shall consult with PHB to determine policy objectives with regard to residential uses in the specific geography.
3. When a project is jointly funded with 45% Set Aside TIF and 55% non-Set Aside TIF and is a Mixed-Income Project or a Mixed-Use Project then:

- a. Unless otherwise mutually agreed, the property owner is the lead agency; and,
  - b. If neither agency is the property owner, the level of financing, long-term ownership interest (beyond lien or deed restriction), and other factors such as significant public or community goals related to the project will determine the lead agency role.
4. USPS/Broadway Corridor Site:
- a. After the parcelization of the USPS Site, PHB will be the lead agency for those portions of the USPS Site transferred in fee simple to PHB under Section IV(C), above; and,
  - b. With regard to the PHB investment of \$5,500,000 under Section IV(C)(3), above, the determination of lead agency will be made in accord with Sections IV(D)1-3, above.

**E. Project Coordination and Processes for Mixed-Income, Mixed-Use Projects:**

1. The lead agency/negotiator should be established as soon as the project scope is determined but no later than when project negotiations commence through a letter agreement, which may be memorialized annually in omnibus IGAs such as this Agreement;

2. The lead agency will draft and share key project terms and timeline expectations with the partner agency, including early coordination on both agencies' underwriting processes, and secure agreement within letter agreement; In the case of Requests for Proposals/Qualifications/Information or Notices of Funding Opportunity the request/notice should be drafted by lead agency and reviewed by both agencies before release; partner agency representative should participate on selection committee.

3. Regular Prosper Portland/PHB leadership meetings will address the subject matter addressed by Sections IV(E) 1-2, above. The meetings will focus on those projects reflecting joint funding and mixed-income, mixed-use qualities. The leadership meetings will be formatted to foster efficient, effective communication and coordination between the Parties. Issues, terms or comments that are deemed by one agency to be "key" or "critical" shall be highlighted at this meeting or in writing to the other and elevated to management for attention.

4. Agreement on key terms (including implementation schedules and critical milestones) and any changes to those terms that impact the other agency's investment or related programming will be reached with partner agency before being shared with external partner or accepted by lead agency.

## EXHIBIT A

5. Agency staff and attorneys will review documents and provide written comments within 15 days or as previously/mutually agreed.

6. The following table provides a summary of known projects, property owner, primary financier/long-term owner and lead agency:

<b>Project (URA)</b>	<b>Property Owner</b>	<b>Primary Financier/ Long-term Owner</b>	<b>Lead</b>
1. 106 <sup>th</sup> & Halsey (also known as The Nick Fish) (Gateway)	Prosper Portland	<ul style="list-style-type: none"> <li>• Prosper Portland on market rate housing and commercial</li> <li>• PHB on affordable housing (AH)</li> </ul>	<ul style="list-style-type: none"> <li>• Prosper Portland on non-affordable housing funding, commercial ownership, and land structure</li> <li>• PHB on AH regulating and monitoring</li> </ul>
2. 92 <sup>nd</sup> & Harold / Block F (Lents)	Prosper Portland	Prosper Portland	<ul style="list-style-type: none"> <li>• Prosper to continue property management until site placed into an AH solicitation</li> <li>• Prosper Portland on adjacent commercial development, plaza and market rate housing with IH</li> <li>• PHB on new AH development at Block F at time of land transfer</li> </ul>
3. N/NE Community Development Initiative	N/A	Prosper Portland	<ul style="list-style-type: none"> <li>• Prosper Portland on funding investment and Oversight Committee coordination</li> <li>• PHB on administration of Down Payment and Home Repair Program to serve those with incomes between 80-120%</li> </ul>
4. USPS/Broadway Corridor (RD)	<ul style="list-style-type: none"> <li>• Prosper Portland</li> <li>• PHB ownership rights to transfer for AH per USPS PSA schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Prosper Portland for all non-PHB parcels/development rights and infrastructure</li> <li>• PHB for AH parcels/development rights</li> </ul>	<ul style="list-style-type: none"> <li>• Prosper Portland for all private development and infrastructure</li> <li>• PHB for all within PHB-owned parcels/AH development rights</li> </ul>
5. Williams & Russell	Other/Private	To be determined by the Williams & Russell Project Working Group	<ul style="list-style-type: none"> <li>• Prosper Portland for Project Working Group project management and commercial</li> </ul>

**EXHIBIT A**

			<p>development technical support on RFI &amp; RFP</p> <ul style="list-style-type: none"> <li>• PHB for affordable housing technical support on RFI &amp; RFP</li> </ul>
6. Ground Floor Commercial in AH Projects	PHB/Other	PHB	<ul style="list-style-type: none"> <li>• PHB on AH land and funding</li> <li>• Prosper Portland on affordable commercial</li> </ul>
7. Transit Related Development Opportunities	N/A	PHB	<ul style="list-style-type: none"> <li>• PHB on AH land acquisition and funding</li> <li>• Prosper Portland on community economic development acquisition and funding</li> </ul>
8. Antidisplacement & Stabilization / New TIF District Related Opportunities	N/A	Prosper Portland	<ul style="list-style-type: none"> <li>• Prosper Portland on legal and financial analysis, community development &amp; community economic development priorities</li> <li>• PHB on affordable housing goals, priorities and funding</li> </ul>

**V. CONTRACT MANAGEMENT**

**A. PROSPER PORTLAND.**

1. Prosper Portland Contract Signatory. The Prosper Portland Contract Signatory for this Agreement shall be the Prosper Portland Executive Director, or such other person as designated in writing by the Prosper Portland Executive Director ("Prosper Portland Contract Signatory"). The Prosper Portland Contract Signatory is authorized to give notices and to carry out other Prosper Portland actions referred to herein, including termination of this Agreement as provided in Section VIII, below.

2. Prosper Portland Contract Manager. The Prosper Portland Contract Manager for this Agreement shall be Tony Barnes ("Prosper Portland Contract Manager"). The Prosper Portland Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution. (For purposes of EOI coordination the Prosper Portland point of contact is Morgan Masterman for microenterprise and Amy Fleck-Rosete for workforce. For purposes of coordination on joint projects under Section IV above, the Prosper Portland point of contact is Kimberly Branam or her designee.)

**B. Bureau.**

1. PHB Contract Signatory. The PHB Contract Signatory for this Agreement shall be the Director of PHB, or such other person as designated in writing by the Director of PHB (“PHB Contract Signatory”). The PHB Contract Signatory is authorized to give notices and to carry out other PHB actions referred to herein, including termination of this Agreement as provided in Section VIII.

3. PHB Contract Manager. The primary PHB Contract Manager for this Agreement shall be Mike Johnson, or such other person as designated in writing by the Director of PHB (“PHB Contract Manager”). The PHB Contract Manager is responsible for the day-to-day management of this Agreement and serves as the second level of conflict resolution.

4. Contract Management for the EOI portion of this Agreement shall be Anna Shook, or such other person as designated in writing by the Director of PHB (the “PHB EOI Contract Manager”). The PHB EOI Contract Manager is responsible for the day-to-day management of the EOI portion of this Agreement and serves as the first level of conflict resolution for EOI related disputes. The PHB EOI Contract Manager is authorized to approve work and billings related to EOI Activities, including changes in scope of services and budget line items within the original budget amount.

5. The PHB contact for coordination under Section IV above shall be Molly Rogers (the “PHB Deputy Director”), or such other person as designated in writing by the Director of the Portland Housing Bureau. The PHB Deputy Director shall be included in all correspondence related to TIF Housing Projects, Mixed-Use Projects and other housing activities relative to this Agreement.

6. The PHB Contract Manager and the Prosper Portland Contract Manager shall be included in all correspondence regarding amendments or disputes under this Agreement.

## **VI. FUNDING/COMPENSATION/ALLOWABLE COSTS; PROSPER PORTLAND**

- A.** Subject to the terms and conditions of this Agreement, Prosper Portland agrees to transfer to PHB during fiscal year FY 2021-22 on a reimbursement basis for work performed under Agreement Section II(A), a sum not to exceed the amount set forth in **Exhibit A** (the “Budget”) attached hereto and incorporated herein by this reference (the “Funding”). The Prosper Portland Contract Signatory and the PHB Contract Signatory are authorized to modify the Budget, through a duly executed amendment to this Agreement, if sufficient funds have been appropriated for Housing in the Prosper Portland Budget to cover the maximum amounts payable by Prosper Portland under this Agreement from each urban renewal area and sufficient funds have been appropriated for PHB in the City of Portland’s Budget to cover the costs of providing the services under this Agreement.



- B.** The full amount of the Funding is authorized in Prosper Portland’s budget for FY 2021-22. In addition to the Funding, Prosper Portland has prepared the Housing Forecast for the succeeding four fiscal years that identifies the currently anticipated future urban renewal funding in support of projects that further the City’s Affordable Housing Set Aside Policy. All Funding not expended in FY 2021-22 and all funding in the Housing Forecast is subject to budget appropriation and, if appropriated, will be made available to PHB under the terms of a future intergovernmental agreement or an appropriate amendment of this Agreement. Prosper Portland staff will recommend that any Funding encumbered but not expended in FY 2021-22 as well as the urban renewal financing for Affordable Housing Set Aside Projects identified in the Housing Forecast be appropriated in subsequent Prosper Portland budgets, as reasonably necessary, to the extent funds are available, and to the extent consistent with Council’s housing policy, including its Affordable Housing Set Aside Policy. Future funding from Prosper Portland for Affordable Housing Set Aside Projects is expected to comply with Council’s Affordable Housing Set Aside Policy, though the actual amount appropriated from year to year may vary based on actual expenditures in prior years.
- C.** The Funding made available to PHB under this Agreement is comprised solely of urban renewal resources available to Prosper Portland under ORS Chapter 457. Accordingly, PHB’s expenditure of the Funding is subject to the limitations of, and must be consistent with, ORS Chapter 457. Prosper Portland will make the Funding available from the urban renewal areas as set forth in the Budget. TIF made available from a particular urban renewal area may be utilized solely on Affordable Housing Set Aside Projects in that urban renewal area. Program Income generated from PHB’s expenditure of TIF resources (e.g., repayment of loan proceeds where the initial loan was funded by TIF resources; sale proceeds of real property initially purchased with TIF resources) may be used by PHB for any lawful purpose. As further described in Section VIII below, PHB may seek reimbursement from Prosper Portland under this Agreement for the following costs reasonably incurred in performing activities falling within Section II(A) of the PHB Scope of Work, within the line-item limits of the Budget and subject to the monetary and use limitations set forth above:
1. **Direct Costs.**
    - a. Personnel Services. Reimbursement of direct salary and benefit costs paid to staff.
    - b. External Materials and Services. Reimbursement of actual costs for the purchase of materials, supplies and external services, including but not limited to, professional/technical/expert services, equipment, construction services, travel, training, and incidental expenses.
    - c. Capital and Financial Assistance. Reimbursement for disbursements made under loan, grant, or other financial assistance agreements, for



acquisition of real property by PHB, and for environmental remediation of real property owned PHB, made pursuant to PHB and City policies, procedures, and guidelines.

2. Indirect Costs.
  - a. Personnel Services. Reimbursement of PHB administrative, planning, and policy unit indirect staff costs (charged to a TIF indirect staffing cost object, which is then allocated based upon direct staffing charges to Affordable Housing Set Aside Projects).
  - b. Support Costs. Reimbursement of support costs including space rental, City of Portland Bureau of Internal Business Systems charges, and other generally accepted fixed costs of doing business. These costs will be reimbursed in FY 2021-22 via an indirect cost charge of 89.44% against billed direct personnel services costs of PHB staff in each URA. This rate is derived from PHB's Indirect Cost Plan as managed by the City Budget Office.

## VII. BILLING AND PAYMENT PROCEDURE

### A. Affordable Set Aside Projects.

1. PHB shall submit to the Prosper Portland Contract Manager a monthly itemized billing for work performed as described in Agreement Section II(A). In order to receive timely payment, billings must be received no later than thirty (30) days following the close of a billing period. Interim billings may be submitted prior to the end of a billing period in order to manage cash flow at PHB.
2. Each billing shall include a Billing Detail Report in a format created and/or approved by Prosper Portland. At a minimum, each billing shall include the following information, by urban renewal area, for work performed during the billing period:
  - a. description of the nature and cost of work accomplished;
  - b. the names, rates and hours worked of personnel;
  - c. disbursements to consultants, contractors and outside vendors for materials and services;
  - d. disbursements under loan agreements, grant agreements and other financial assistance agreements and costs incurred for acquisition of real property or for environmental remediation of real property;
  - e. certification, substantially in the form of Exhibit B attached hereto and incorporated herein by this reference, that the costs for which PHB is seeking reimbursement are eligible urban renewal costs under ORS Chapter 457; and,
  - f. a budget versus actual report for each PHB Urban Renewal Area Fund, including Affordable Housing Set Aside Project expenditures, as well as such other documents and information as Prosper Portland may

reasonably request to meet its business needs, including, but not limited to, the need to document the uses of funds for bond issuance purposes.

3. Subject to the limitations of Section VI and with respect to each urban renewal area, Prosper Portland shall reimburse the portion of the costs incurred by PHB in performing work falling with Agreement Section II(A). PHB may retain any Program Income that PHB generates in an urban renewal area. If billings are received with incomplete information or disputed items, Prosper Portland will advise PHB in writing what specific information is missing or disputed. Prosper Portland will proceed to process payment for items not in dispute. Prosper Portland will pay billings not in dispute within 30 days of receipt of the billing from PHB.

**B. EOI Activities.** Billing and payment procedures related to EOI Activities are set forth in the EOI Terms and Conditions (Appendix A hereto).

**C. COEP Activities.** Billing and payment procedures are as follows:

1. Prosper Portland shall submit to the PHB Contract Manager a monthly itemized billing for work performed under the Scope of Work outlined in Appendix B. In order to receive timely payment, billings must be received no later than fifteen (15) days following the close of a billing period. Interim billings may be submitted prior to the end of a billing period in order to manage cash flow at Prosper Portland.
2. Each billing shall include a Billing Detail Report in a format created and/or approved by PHB. At a minimum, each billing shall include the information set forth below.
  - a. A description of the nature and cost of work accomplished;
  - b. The names, rates and hours worked of personnel;
  - c. Disbursements to consultants, contractors and outside vendors for materials and services;
  - d. Descriptions of other costs charged as provided for in this Agreement.
3. If billings are received with incomplete information or disputed items, PHB will advise Proper Portland in writing what specific information is missing or disputed. PHB will proceed to process payment for items not in dispute. PHB will pay billings not in dispute within 30 days of receipt of the billing from Prosper Portland.

**D. North/Northeast Community Development Initiative**

1. PHB will bill Prosper Portland in a similar manner to Section VII(A), but separately from the regular Affordable Housing Set Aside billings.
2. Additional information may be provided with the billing in accordance with Section II(B).

## VIII. GENERAL

### A. Termination.

1. The Termination Date of this Agreement is June 30, 2022. The parties currently anticipate, however, that they will either enter into a new agreement on substantially similar terms and conditions or amend this Agreement to continue the services described in the Agreement during the next fiscal year.
2. Early Termination of Agreement. This Agreement may be terminated at any time by mutual written consent.
3. If the Parties have entered into a subsequent agreement to continue the services described in Agreement Section II(A), work shall continue under the subsequent agreement and PHB shall submit a final billing request for work performed under this Agreement within sixty (60) days of the date of termination and PHB will be reimbursed eligible costs incurred through the date of termination in accordance with Section VII.
4. If the Parties have not entered into a subsequent agreement to continue the services described in this Agreement, then, upon termination of this Agreement:
  - a. the work shall cease promptly and a final billing request be submitted within sixty (60) days of the effective date of termination;
  - b. eligible costs incurred through the date of Agreement termination will be reimbursed, and
  - c. PHB shall take such actions and execute and deliver such documents as Prosper Portland may reasonably request to provide for an orderly transfer of the urban renewal work conducted by PHB under this Agreement back to Prosper Portland or to a third party agreed to by Prosper Portland and PHB.

### B. Conflict Resolution.

If a dispute arises regarding performance under this Agreement, both parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

1. All conflicts should first be discussed and resolved, if at all possible, by the Contract Managers specified in Section V.
2. Any conflicts not resolved by the Contract Managers shall be elevated to the Contract Signatories for discussion and resolution.

### C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

**D. Indemnification.**

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PHB agrees to indemnify, hold harmless and defend, Prosper Portland, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, resulting from or arising out of the activities of PHB, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Prosper Portland agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, resulting from or arising out of the activities of Prosper Portland, its directors, employees or agents under this Agreement.

**E. Subcontracting.** PHB may engage subcontractors but shall remain obligated for full performance hereunder, and Prosper Portland shall incur no obligation to any such PHB subcontractor. PHB shall have the sole authority to direct the work of any authorized and approved subcontractors. Subject to the limitations of Section VI, the costs of services provided by subcontractors are eligible for reimbursement under Section VI as external materials and services costs.

Prosper Portland may engage subcontractors but shall remain obligated for full performance hereunder, and PHB shall incur no obligation to any such Prosper Portland subcontractor. Prosper Portland shall have the sole authority to direct the work of any authorized and approved subcontractors. The costs of services provided by Prosper Portland subcontractors are eligible for reimbursement under Section III(B) as materials and services or contracted services costs.

**F. Asset Acquisition and Management.** PHB shall manage and dispose of all personal and real property acquired directly by PHB with funding from this Agreement in a manner consistent with applicable law.

**G. Status Reports.** PHB shall submit data and information to Prosper Portland on its activities under this Agreement as Prosper Portland may reasonably request from time to time in order to prepare reports on the City's urban renewal activities.

Prosper Portland shall submit data and information to PHB on its activities under this Agreement, as PHB may reasonably request from time to time in order to monitor the delivery of services and the expenditure of funds budgeted for the services.

**H. Delivery / Maintenance of Records.** Both parties shall maintain records on a current basis to support billings for work performed under this Agreement. Such billing records shall be retained as well as all other records related to performance of work done under this Agreement (including but not limited to records whose custody Prosper Portland transferred to PHB pursuant to this Agreement) as long as necessary to satisfy IRS records retention requirements and, in any event, until

the later of (a) 3 years after termination of this Agreement, (b) the date that any dispute arising under this Agreement is resolved or (c) the date that such records may be destroyed under applicable records retention laws. Either party or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, all such records to comply with audit requirements or meet other business needs.

- I. Amendments.** This Agreement may be amended only in writing signed by the Contract Signatories. For amendments pertaining only to EOI Activities, the Director of PHB is authorized to be such Signatory for PHB if such amendment is not more than 25% of the EOI budget amount set forth in this Agreement. The PHB Director may also be the Signatory for PHB for changes to the scope of services or terms and conditions for such EOI Activities.
- J. Effect of Termination.** Sections VIII(A)(3), VIII(A)(4), VIII(D), VIII(F), VIII(G), VIII(H) and VIII(J) shall survive termination of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, PHB and Prosper Portland have executed this Agreement as of the Effective Date.

**CITY OF PORTLAND HOUSING BUREAU**

**PROSPER PORTLAND**

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

Shannon Callahan  
Bureau Director

Kimberly Branam  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

Ted Wheeler, Mayor

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

City Attorney

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

Prosper Portland Legal Counsel

\_\_\_\_\_ DO NOT EXECUTE \_\_\_\_\_

Mary Hull Caballero, City Auditor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**to**  
**Intergovernmental Agreement No.: 30007770**  
**Between Prosper Portland**  
**And**  
**Portland Housing Bureau**

<b>Urban Renewal Area</b>	<b>Housing Set-Aside Amount (FY 21-22 Adopted)</b>
Central Eastside	\$1,143,975
Convention Center	\$0
Downtown Waterfront	\$0
Gateway	\$2,177,355
Interstate	\$18,480,455
Interstate non-Set-Aside	\$600,000
Lents	\$3,313,952
North Macadam	\$17,671,828
River	\$9,366,715
South Park Blocks	\$0
<i>Total</i>	<b>\$52,754,280</b>

**EXHIBIT B**  
**To Intergovernmental Agreement No.: 30007770**  
**Between Prosper Portland And**  
**Portland Housing Bureau**  
**FORM OF CERTIFICATION**  
**Sample Invoice (on PHB Letterhead) – Page 1**

**Contract #:** \_\_\_\_\_ **Invoice Period:** \_\_\_\_\_ **Invoice #:** \_\_\_\_\_

Organization: Portland Housing Bureau	Total contract:
Mailing Address:	
Contact Name/Title: Mike Johnson	
Phone/Fax:	

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Personnel Services and Indirect				
External Materials and Services, Capital and Financial Assistance				
<b>Total</b>				

Total Amount Requested: \_\_\_\_\_ Total Balance: \_\_\_\_\_

Certification: I certify to the best of my knowledge and belief that the invoice is correct and complete and that all the expenses are for the purpose set forth in the IGA and are tax increment eligible, and I understand that these expenses are subject to future audit.

PHB Director: Typed or Printed Name: \_\_\_\_\_

PHB Director Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

City of Portland Legal Typed or Printed Name: \_\_\_\_\_

City of Portland Legal Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**FOR OFFICE USE ONLY**

I have received this information and have forwarded the invoice for processing

\_\_\_\_\_  
 Contract Manager

\_\_\_\_\_  
 Date Sent to Accounting



**EXHIBIT C**  
**to**  
**Intergovernmental Agreement No.: 30007770**  
**Between Prosper Portland**  
**And**  
**Portland Housing Bureau**

Home Repair Loan Program							
Loan	MFI	Family Size	Race	Approval Date	Award Amount	Committed Amount	Disbursed Amount
<b>Total</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>

Down Payment Assistance Loan (DPAL)							
Loan	MFI	Family Size	Race	Approval Date	Award Amount	Committed Amount	Disbursed Amount
<b>Total</b>					<b>\$0</b>	<b>N/A</b>	<b>\$ -</b>

**Appendix A**  
**to Intergovernmental Agreement No.: 30007770**  
**Between Prosper Portland**  
**And Portland Housing Bureau**

**EOI Terms and Conditions**

Table A:	Contracted Service Programs
Part A:	General Terms and Conditions
Part B:	Economic Opportunity Initiative Description
Part C:	Small Business COVID Relief Program Description
Attachment A:	Anticipated Prosper Portland Subcontractors
Attachment C-1:	EOI IDIS Set-Up Form
Attachment C-2:	EOI IDIS Close-Out Form
Attachment D:	Sample Invoice Form

- DESCRIPTION OF SERVICES:** Prosper Portland will be referred to in this agreement as “Subrecipient” of CDBG and CDBG-CV funding to conduct Economic Opportunity Initiative programs as described in Part B and Small Business COVID Relief programs as described in Part C. Subrecipient will provide the services included in Table A: Contracted Service Programs and described in Part B and Part C.
- COMPENSATION:** City shall pay Subrecipient for provision of services, upon receipt of invoice documenting expenditures and a service report for each program identified in Table A. Total compensation under this IGA shall not exceed THREE MILLION, FOUR HUNDRED, SIXTY-SEVEN THOUSAND, and SEVEN HUNDRED FOURTEEN DOLLARS (\$3,467,714).
- REPORTING:** The reporting requirements are contained in Section V of Part B. All final invoices are due on or before 12:00 Noon, July 8, 2022. The final report is due July 30, 2022.

**TABLE A: CONTRACTED SERVICE PROGRAMS**

<b>Program Title</b>	<b>Budgeted Amount</b>	<b>Fund Source</b>	<b>Part</b>
Economic Opportunity Initiative:		CDBG	C
Microenterprise Development	<b>\$570,406</b>	CDBG	C
Adult Workforce Development and Community Navigator	<b>\$996,051</b>	CDBG	C
Youth Workforce Development	<b>\$766,437</b>	CDBG	C

**EXHIBIT A**

Small Business COVID Relief	<b>\$1,134,820</b>	CDBG-CV	
<b>TOTAL</b>	<b>\$3,467,714</b>		

**PART A:  
GENERAL TERMS AND CONDITIONS**

The following general terms and conditions (the “Terms and Conditions”) apply to all Portland Housing Bureau’s (“PHB’s”) Subrecipient Contracts (the “Contract”). In the event that the Contract contains a provision that conflicts with a provision of the Terms and Conditions, the more restrictive provision will apply.

**REPRESENTATIONS AND WARRANTIES**

1. Subrecipient represents and warrants to PHB as follows:
  - A. **Authority.** Subrecipient has full power, authority, and legal right to execute and deliver the Contract and to incur and perform its obligations hereunder. The execution and performance by Subrecipient of the Contract has been duly authorized by all necessary action of Subrecipient.
  - B. **No Violations or Default.** No event has occurred and no condition exists with respect to Subrecipient that constitutes an Event of Default. Each of the following is an “Event of Default”:
    - i. **Breach.** If Subrecipient breaches a material provision of the Contract, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Subrecipient receives written notice from PHB specifying the breach;
    - ii. **Assignment.** If Subrecipient makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor’s committee appointed over it that is not removed within one hundred eighty (180) days after appointment;
    - iii. **Failure to Disclose; Misrepresentation.** Subrecipient’s failure to disclose any material fact related to the Contract or upon discovery by PHB of any misrepresentations by, on behalf of, or for the benefit of, Subrecipient; or
    - iv. **Misuse of Funds.** It shall also be an Event of Default under the Contract, if Subrecipient uses any portion of the funds in a manner inconsistent with the Contract.
  - C. **Litigation.** No action, suit or proceeding is pending against Subrecipient before any court or administrative agency, that purports to affect the legality, enforceability, or validity of the Contract; or
  - D. **Compliance with Laws.** Subrecipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it. Any

violation of such laws, rules, regulations, ordinances or orders shall constitute an Event of Default by Subrecipient.

## AFFIRMATIVE COVENANTS

### 2. Subrecipient covenants and agrees as follows:

- A. **Performance of the Work.** Subrecipient shall perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
- i. Contract Administration (24 CFR 570.502(b)). Subrecipient shall comply with the applicable provisions of the Code of Federal Regulations, 2 CFR 200 as concerns contract administration (2 CFR Subparts A, B, and C), administrative processes (2 FR 200 Subpart D), and cost principles (2 CFR Subpart E). All Subrecipients shall remain compliant with audit principles outlined in 2 CFR 200 Subpart F;
  - ii. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by the City in order to be eligible to receive funds;
  - iii. **DRUG-FREE WORKPLACE ACT OF 1998.** Subrecipient shall maintain a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1998 and in accordance with requirements of 24 CFR Part 24 Subpart F;
  - iv. 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 Subrecipient, as it relates to the performance of employees engaged in the award and administration of contracts.
- B. **Changes in Anticipated Services.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PHB's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to PHB any unexpended funds received by Subrecipient.
- C. **Non-Discrimination; Civil Rights.** During the term of the Contract, Subrecipient shall comply with the following:
- i. The non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), the Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107);

- ii. 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);
- iii. The equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60);
- iv. 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;
- v. The Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women in accordance with 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing five (5) or more assisted units.
- vi. The following provisions which must also be included in each subcontract, unless otherwise exempt:
  - 1) **Non-discrimination**. Subrecipient, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices for a program set forth in Appendix B of the Regulations.
  - 2) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin,

sex, sexual orientation, age, religion, disability, marital status, or family relationships.

- 3) **Information and Reports.** Subrecipient shall provide all information and reports required, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHB or any state or federal agency to be pertinent to ascertain compliance with orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to PHB or any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- 4) **Records and Inspection.** Subrecipient shall keep proper books of account and records on all activities associated with the Contract (collectively, the "Records"). Subrecipient shall maintain the Records in accordance with generally accepted accounting principles and shall retain the Records for (10) ten years after PHB makes final payments and all other pending matters are closed. Subrecipient shall permit PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect, review and make excerpts and transcripts of the Records with respect to the receipt and disbursement of funds received hereunder. The authorized representatives shall have access to the Records at any reasonable time for as long as the Records are maintained. This Section shall survive the expiration of the term and any termination of the Contract and upon such termination Subrecipient shall promptly transfer all Records to PHB.
- 5) **Audits.** PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, may at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of the Contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and provisions of 2 CFR 200, Subpart F.
- 6) **Political Activity.** Subrecipient shall not permit any of the funds, materials, property or services provided under the Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.

- 7) **City Recognition**. Subrecipient shall insure recognition of the role of PHB in providing services through the Contract. All activities, facilities and items utilized pursuant to the Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under the Contract.
- 8) **Indemnification**. Subrecipient shall hold harmless, defend, and indemnify PHB, the City of Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of the Contract. This duty shall survive the expiration or termination of the Contract.
- 9) **Insurance**. Subrecipient shall obtain and maintain in full force at its expense, throughout the term of the Contract and any extension periods, the required insurance identified below. PHB reserves the right to require additional insurance coverage as may be required by statutory changes during the term.
- a. **Workers' Compensation Insurance**. Subrecipient, its contractors and all employers working under the Contract shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under the Contract shall maintain coverage for all subject workers.
  - b. **Commercial General Liability Insurance**: Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  - c. **Automobile Liability Insurance**: Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- 10) **Additional Insured**: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise



existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

- 11) **Continuous Coverage**; Notice of Cancellation: Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to PHB. If the insurance is canceled or terminated prior to termination of the Contract, Subrecipient shall immediately notify PHB and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Contract and shall be grounds for immediate termination of the Contract.

### **RIGHTS AND REMEDIES UPON EVENT OF DEFAULT; TERMINATION**

3. Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter, PHB may, at its option, exercise any one or more of the following rights and remedies:
- A. **Termination for Cause.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may terminate the Contract for cause.
  - B. **Enforcement.** In the event that the Contract is terminated for cause, PHB may take one or more of the following actions:
    - i. **Repayment.** PHB may declare any funds disbursed to Subrecipient, to be immediately due and payable in full. To the extent that the Event of Default is in connection with the misuse of funds, PHB may declare any misused funds and to be immediately due and payable in full and, upon such declaration, Subrecipient shall pay to PHB the amount declared to be immediately due and payable. In addition, Subrecipient shall be required to provide all finished or unfinished documents, data, studies, and reports prepared by Subrecipient;
    - ii. **Termination of Funding Obligation.** PHB may terminate PHB's obligation to disburse additional funds to Subrecipient; and

- iii. **Other Legal Remedies.** PHB shall have any other right or remedy available at law, in equity, or otherwise in such order and manner as it may select.
- C. **Completion of the Work.** In addition, if the Contract is terminated for cause, PHB may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then Subrecipient shall pay to PHB the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).
- D. **Termination for Convenience.** PHB may, in accordance with 24 CFR 85.44, terminate the Contract for convenience.

## MISCELLANEOUS

- 4. **Subcontracting.** If Subrecipient utilizes contractors to complete its work under the Contract, in whole or in part, Subrecipient shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Contract as specified herein. However, Subrecipient shall remain obligated for full performance hereunder, and PHB shall incur no obligation other than its obligations to Subrecipient hereunder.
- 5. If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.
- 6. **Independent Contractor Status.** Subrecipient, and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- 7. **Conflict of Interest.** No City officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof. Any City officer or employee that selected Subrecipient, participated in the award of the Contract or managed the Contract shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Contract, unless a written waiver is obtained from the City.
- 8. **Amendment/Changes.** PHB 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 Subrecipient's compensation, shall be incorporated in written amendments to the Contract. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.

9. **Copyright.** If the Contract results in any copyrightable material or inventions, PHB reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
10. **Modification; Prior Agreements; Headings.** The Contract may not be modified or amended except by an instrument in writing signed by the parties. The Contract reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in the Contract are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.
11. **Successors and Assigns.** Subrecipient may not assign the Contract, in whole or in part, without the prior written consent of PHB. The Contract shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
12. **Governing Law, Jurisdiction, Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding the Contract must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.
13. **Validity; Severability.** If any provision of the Contract is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of the Contract, 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.

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

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

**GENERAL CONDITIONS**

**1. GENERAL COMPLIANCE**

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

## 2. CDBG NATIONAL OBJECTIVE.

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

## 3. PROGRAM INCOME/PERSONAL PROPERTY.

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

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

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

## 4. EXPIRATION/REVERSION OF ASSETS.

For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

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

## 5. CIVIL RIGHTS AND FAIR HOUSING; EMPLOYMENT AND CONTRACTING OPPORTUNITIES § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

The following requirements apply according to sections 104(b) and 107 of the Act:

- 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). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking

appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

- i. 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, also apply.

6. **ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT.** (a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.
7. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
8. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

9. **FLOODPLAIN MANAGEMENT. 24 CFR Part 55** The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
10. **NATIONAL FLOOD INSURANCE PROGRAM.** §570.605 Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), 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 this part 570.
11. **LEAD-BASED PAINT.** The Subrecipient agrees that any construction, rehabilitation and maintenance of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
12. **POLITICAL ACTIVITY.** (a) The following activities may not be assisted with CDBG funds:
- A. Political activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
  - B. The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.
13. **CHURCH/STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.
14. **ENVIRONMENTAL REVIEW.** The City has met the requirements of the National Environmental Policy Act of 1959 under [24 CFR Part 58] for this contract.

15. **HISTORIC PRESERVATION.** With respect to applications for assistance under section 5318 of this title, the Secretary of the Interior, after consulting with the Secretary, shall prescribe and implement regulations concerning projects funded under section 5318 of this title and their relationship with

- A. "An Act to establish a program for the preservation of additional historic properties throughout the Nation, and for other purposes", approved October 14, 1966, as amended [16 U.S.C. 470 et seq.], and
- B. "An Act to provide for the preservation of historical and archaeological data (including relics and specimens) which might otherwise be lost as a result of the construction of a dam", approved June 27, 1960, as amended 570.605 [16 U.S.C. 469 to 469c-1]

16. **THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).** Requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and SAM.gov registration. To obtain a DUNS number, and to register on SAM.gov, see links below.

DUNS number registration information can be obtained at:

<https://eupdate.dnb.com/requestoptions.asp>

Registration information for SAM.gov can be found at:

<https://uscontractorregistration.com/sam-registration/>



**PART B:  
ECONOMIC OPPORTUNITY INITIATIVE DESCRIPTION**

**I. AUTHORITY**

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

**II. SCOPE OF SERVICES**

The EOI is a City-wide economic prosperity program focused on increasing the incomes and economic self-sufficiency of very low-income residents. There are two program elements: (1) Microenterprise Development, which offers individualized business education, and technical assistance; and (2) Adult, Community Workforce Navigator and Youth Workforce Development, which offers intensive training, job and post-secondary placement, advancement in specific career tracks and life skills support. The Subrecipient has operated the EOI since July 2009.

The Subrecipient implements EOI programming principally through multiple sub-grants of funds made available under this IGA to other Subrecipients, as permitted by, and in accordance with, the federal law governing the Community Development Block Grant (CDBG) program. The Subrecipient also utilizes City General Funds, provided under a separate Intergovernmental Agreement (IGA), to carry out the EOI program. The CDBG budget for EOI is summarized in TABLE A.

Providers funded under the EOI will deliver intensive support and customized microenterprise or workforce development services to income-qualified participants.

The Subrecipient will operate and carry out the following activities:

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



service plan development and technical assistance and training in various areas including, but not limited to: licensing, financing and taxes, business plans, financial literacy, legal assistance, marketing, product development, production and management strategies.

- D. Subrecipient will subcontract Adult Workforce Development, Community Workforce Navigator and Youth Workforce Development services primarily through Worksystems, Inc., the region’s local public workforce investment coordinator. Typical services will include: Adult Workforce Development and Community Workforce Navigator: Individual career plan development, work readiness training, job-specific training, work experience placement and support, job search assistance and placement, retention and advancement supports after job placement.
- E. Youth Workforce Development: Individual career plan development, career exploration, work and college readiness training, work experience placement and support, post-secondary placement, navigation and support, job search assistance and placement, retention and advancement supports after job or post-secondary placement.
- F. Subrecipient agrees to leverage other funding sources to complement the CDBG provided in this agreement in the following ways:
  - a. Use City General Funds for all administrative costs, utilizing CDBG for program costs only.
  - b. Use only certified Community Based Development Organizations (CBDOs) to provide Adult and Youth Workforce services, including Navigator services.

Anticipated subcontractors are listed in Attachment A.

**IV. PERFORMANCE MEASURES**

- A. The Subrecipient will track and report on the achievement of the following aspirational levels of service (outputs) during the period of this Contract:
  - 1. 200 individuals will receive microenterprise services
  - 2. 781 individuals will receive adult workforce services
  - 3. 800 individuals will receive community workforce navigator services
  - 4. 467 individuals will receive youth workforce services
  - 5. 50% individuals served will be persons of color

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

- B. The Subrecipient will track and report on the achievement of the following annual accomplishments (outcomes) for the period of this Contract:
  - 1. Number of businesses that achieve a Strong and Stable badge<sup>1</sup>
  - 2. Number of adult workforce participants placed in employment at exit, including demographics of this group by race, ethnicity and % who were homeless at time of program entry.
  - 3. Number of youth workforce participants placed in employment or post-secondary education at exit, including demographics of this group by race, ethnicity and % who were homeless at time of program entry.
- C. The above measures may be refined by the mutual consent of the PHB and Prosper Portland Contract Managers in FY 2021-22. Such consent shall be documented in writing and will not require a contract amendment.

**V. REPORTING AND MONITORING**

- A. All project setups and drawdowns will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Attachment C-1) and send it to PHB as soon as the contract is finalized. For amendments, the setup form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment, if applicable. PHB will return setups if there are problems to be corrected and will provide Subrecipient written verification of setup entries.
- B. Subrecipient will submit project close-outs for each EOI subcontractor using Attachment C-2. These forms will also be used to report mid-year data at the end of Quarter 2. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- C. Invoices may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Attachment D). May invoices are due **June 15, 2022**. The year-end invoice will be submitted by **12:00 Noon, July 6, 2022**. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient shall submit outcome data as reasonably requested by PHB.
- E. On an as-needed basis, PHB may provide Subrecipient with monthly reports of all IDIS balances so that Subrecipient can reconcile the IDIS reports to project balances in Subrecipient's financial systems. If discrepancies are found, Subrecipient and PHB will work to determine the source of the discrepancy and the required corrective action.

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<sup>1</sup> *Strong and Stable badge is achieved by reaching several milestones identified on the yearly outcome checklist, developed by Prosper Portland.*

- F. Subrecipient will monitor its contracted subcontractors to ensure compliance with CDBG fund regulations, including, but not limited to, the following components:
  - Desk monitoring
  - Assessment of cost reasonableness
  - Risk assessment
  - Contract file completeness
  - Performance of on-site monitoring visit(s) to at least ten percent of contracted subrecipients receiving CDBG funds within the contract year.
- G. PHB will provide Subrecipient with document templates and/or technical assistance in order to implement monitoring activities in compliance with CDBG regulations.

**VI. COMPENSATION AND METHOD OF PAYMENT**

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

- A. PHB will provide Subrecipient with CDBG (including CDBG-CV) funding for FY 2021-22 as described, and in the amounts specified, in this Agreement. Payment for the final month in any given quarter will be held unless and until the quarterly reports have been accepted for the prior quarter.
- B. PHB shall pay all compensation to Subrecipient under this Agreement on an expense reimbursement basis for CDBG expenses identified in the Budget on TABLE A of this contract, and reasonably incurred by Subrecipient in performing the work described in the Scope of Services. Requests for expense reimbursement shall be submitted and processed as described in Section C below.
- C. Subrecipient shall submit requests for expense reimbursement in the form of Attachment D attached hereto, to PHB on a regular basis for expenses accrued in the invoice period. If for some reason payment cannot be made due to errors or omissions, then PHB will request from Subrecipient a corrected billing within the 30-day period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.

**VII. SURVIVAL OF CERTAIN PROVISIONS**

Part C Section VI(C) (with respect to billings for work performed prior to termination of this IGA) and Part B Sections (G), (H), and (I) shall survive termination of this IGA in accordance with their terms. The obligations and duties of this IGA related to the receipt and use of federal funds, or program income derived therefore, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this IGA.

**PART C:  
SMALL BUSINESS COVID RELIEF PROGRAM DESCRIPTION**

Using CDBG-CV funds, Subrecipient will provide the following services under the Urgent Need National Objective.

1. Execute and manage contracts with subrecipients
2. **Reporting**
  - Provide IDIS set up (Attachment C-1) and IDIS mid-year/year-end (Attachment C-2) information to PHB
  - Develop and manage intake process with subrecipients
3. **Monitoring**
  - After 6 months of programming, Subrecipient's subcontractors will randomly select 5% of clients from the pool who claimed loss of revenue and un- or underemployment and obtain backup documentation showing proof of eligibility. Subrecipient's subcontractors will also request backup documentation for 5% of clients who received participant support funds
  - Fiscal monitoring of subrecipients
4. Submit invoices as detailed Part B Section V.C

Subrecipient will subcontract directly for the services identified below. Funding will support subrecipient staffing and operations for program activity delivery.

Small Business Support (Economic Development Technical Assistance 18B) including to but not limited to the following activities:

- Mediation for commercial landlords and tenants who are impacted by commercial eviction moratorium
- Legal advising:
  - Pre-bankruptcy advising and support
  - Contract drafting and review
  - Entity selection and formation
  - Lease review
  - Regulatory compliance
  - Intellectual property
  - Employment law
- Business technical assistance services:
  - New business development support
  - Comprehensive business planning and strategizing
  - Bookkeeping and business management strategies
  - Financial planning, budgeting, goal setting and projections
  - Market research and analysis
  - Marketing, including digital marketing and social media support
  - Growth strategies development
  - Product cost analysis
  - Capital access support
  - Credit coaching
  - Permitting support

- HR, employee management
- General business support
- Topic specific coaching and mentoring
- Participant supports
  - Reimbursement to clients for pre-approved services such as digital marketing support, bookkeeping and tax support, and legal services
  - Payment to service providers for pre-approved services
  - Subcontractors will maintain receipts and document expenses on invoice

Employment Training (05H) including to but not limited to the following activities:

- Vocational development including but not limited to:
  - Career development workshops
  - Mentoring / career coaching
  - Access to paid internships
  - Pathways to higher education
  - Financial literacy and planning

Youth Services (05D) including to but not limited to: paid work experience

## ATTACHMENT A

## Anticipated Microenterprise and Workforce Development Subcontractors

<b>Subcontractor</b>	<b>Contract Administrator</b>
<i><b>Microenterprise</b></i>	
Hacienda CDC	Prosper Portland
Hispanic Metropolitan Chamber	Prosper Portland
MESO	Prosper Portland
Livelihood NW	Prosper Portland
<i><b>Adult Workforce</b></i>	
Central City Concern	WSI
Human Solutions	WSI
IRCO – ISVT/VCM	WSI
Oregon Tradeswomen	WSI
SE Works-PICP/PREP	WSI
<i><b>Community Navigator</b></i>	
IRCO	WSI
SE Works	WSI
Urban League	WSI
<i><b>Youth Workforce</b></i>	
Impact NW	WSI
Impact NW Bridge	WSI
IRCO	WSI
IRCO WEX	WSI
New Avenues for Youth	WSI
POIC	WSI
Youth Builders	WSI
Youth Builders Bridge	WSI

**ATTACHMENT B**

Purposefully omitted.

**ATTACHMENT C-1  
EOI IDIS Setup Form**

	<b><u>INFORMATION REQUESTED</u></b>	<b><u>RESPONSE</u></b>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	Contract Manager Phone Number	
	Is this an original Setup? (Y or N)	
	Is this a revision to a previous Setup? (Y or N)	
	Previous set-up activity name	
	<b><u>GENERAL INFORMATION-ALL ACTIVITIES</u></b>	
1A	CDBG National Objective Code (LMC)	LMC
1B	Performance Objective	EcOp
2	Performance Outcome (choose "Availability/Accessibility" or "Sustainability")	
3	Activity Name	
4	Activity Address (include zip code)	
5	Activity Description	
6	Contract period (begins/ends) (Initial Funding Date)	
7	HUD Matrix Code: 05D - Youth workforce 05H - Adult workforce 18C - Microenterprise	
8	CDBG Costs (break out by categories below):	
	Program Delivery	
	General Administration	
	Indirect	
	Total	
9	Proposed Accomplishment Type (People or Businesses)	
10	Will the Activity prevent homelessness? (Yes or No)	No
11	Will the Activity help the homeless? (Yes or No) <b>Note:</b> Respond with "no" unless the program serves primarily individuals who are homeless or formerly homeless	
12	Will the Activity help those with HIV/AIDS? (Yes or No)	No
13	Will the Activity help persons with a disability? (Yes or No)	No
	<b><u>ECONOMIC DEVELOPMENT</u></b>	
14	<b>Workforce Activities:</b> Number of people served in contract year	
15	<b>Microenterprise Activities:</b> Number of businesses served in contract year	



**ATTACHMENT C-2  
IDIS CLOSE OUT FORM**

Complete a copy of this report for each of the different activities funded under this contract.

1. Activity Name:
2. Closeout Narrative:
3. Total Number of Individuals: \_\_\_\_\_

**Demographics**

**4a. Race and Origin (HUD)**

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

Race (Required)	Total Year-To-Date	Hispanic Year-To-Date	Non-Hispanic Year-To-Date
White			
Black/African American			
American Indian/Alaskan Native			
Asian			
Native Hawaiian/ Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & African American/Black			
Other Multi-Racial			
<b>Total*</b>			

\*Total should add up to the total people served

**4b. Income**

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

\*Total should add up to the total people served

**4c. Other**

<b>Other</b>	<b>Total Year-To-Date</b>
Female Head of Household <b>(Required)</b>	

**ATTACHMENT D  
SAMPLE INVOICE FORM**

Date: \_\_\_\_\_

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

Invoice No: \_\_\_\_\_

Remit to:  
Prosper Portland  
220 NW 2<sup>nd</sup> Ave., Suite 200  
Portland OR 97209

Contract #: \_\_\_\_\_

Billing Period: \_\_\_\_\_

**Community Development Block Grant**

<b>Budget Category</b>	<b>Contracted Budget</b>	<b>Amount this Bill</b>	<b>Amount Billed to Date</b>	<b>Balance</b>
<b>Microenterprise:</b>				
Hispanic Metropolitan Chamber				
Hacienda CDC				
MESO				
Livelihood NW				
<b>Adult Workforce:</b>				
CCC				
Human Solutions				
IRCO – ISVT				
IRCO – VCM				
IRCO – WF Navigator				
Oregon Tradeswomen				
SE Works- WF Navigator				
Urban League – WF Navigator				
SE Works-PICP				
SE Works-PREP				
<b>Youth Workforce:</b>				
Impact NW				
IRCO				
IRCO WEX				
New Avenues				
POIC				
Youth Builders				
<b>Total CDBG</b>				

Prepared by: \_\_\_\_\_  
*Print Name and Sign* *Date*

Phone Number: 503.823.0137 Email: [cohnc@prosperportland.us](mailto:cohnc@prosperportland.us)

Approved by: \_\_\_\_\_  
*Print Name and Sign* *Date*

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

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

**EXHIBIT D**  
**to**  
**Intergovernmental Agreement No.: 30007770**  
**Between**  
**Prosper Portland**  
**And**  
**Portland Housing Bureau**

<b>Regulatory Compliance Project</b>	<b>Address</b>
Woody Guthrie Place Apartments	5728 SE 91 <sup>st</sup> Avenue

**Appendix B**  
**to Intergovernmental Agreement No.: 30007770**  
**Between Prosper Portland**  
**And Portland Housing Bureau**

**COEP Program Terms and Conditions**

Part A:	Program Background
Part B:	COEP Scope of Services to PHB
Attachment A:	PHB Bond Projects for FY20-21
Attachment B:	Sample Invoice Form

**Part A**

**Community Opportunities and Enhancements Program Background**

**Prosper Portland Board Resolution**

On November 13, 2019 the Prosper Portland Board of Commissioners authorized an Intergovernmental Agreement (IGA) with the City of Portland (City) Office of Management (OMF) and Office of Equity and Human Rights (OEHR) for the purpose of implementing the Community Opportunities and Enhancements Program (COEP) and including authorization for Prosper Portland to accept approximately \$300,000 from the Portland Housing Bureau (PHB) to support the business assistance and workforce assistance goals of COEP. On January 29, 2020, City Council approved the IGA between OMF, OEHR and Prosper Portland for Phase 1 implementation of the COEP, which IGA became effective February 29, 2020 (the “COEP IGA”). Article 2, Section IV of the COEP IGA expressly authorizes Prosper Portland to accept resources for activities funded by the COEP set-aside (or for programs that are complementary to these activities) from non-infrastructure bureaus such as PHB, so long as Prosper Portland copies OMF on any applicable reporting for such activities.

**COEP Goals**

The COEP is one of the City of Portland’s strategies to increase diversity and equity in construction contracting. Overall, the goals of the COEP are to increase the number of people of color and women in the trades and to remove barriers for construction firms owned by people of color and women so that they can successfully participate in public contracting. Through a series of grants, the COEP will fund workforce development and business technical assistance to accomplish its goals. In addition, COEP will leverage services through existing programs, including the Inclusive Business Resource Network and Worksystems Inc’s youth and adult workforce development programs.

**PHB Equity Contracting and Workforce Training Goals**

In September, 2019, PHB awarded funding to 9 projects under the Bond Opportunity Solicitation (BOS) with equity contracting goals of 30% DMWESB-SDV for construction contracts (hard costs) and 20% DMWESB-SDV for professional services (soft costs), and a workforce

development goal of 20% apprenticeship for contracts of \$300,000 or more. The BOS required development teams to use a City funded 3<sup>rd</sup> party consultant to assist with implementation of equity hiring and workforce training plans. PHB also executed a Reservation of Funds for a project on a PHB-owned site with Home Forward for the development of 3000 SE Powell. These ten projects will be the initial focal point for PHB business technical assistance resources administered by Prosper Portland in conjunction with its administration of Phase I of the COEP.

**Part B. COEP Scope of Services to PHB**

Through the COEP, subcontractors on the ten PHB-funded projects will have access to COEP service providers who can assess their needs, create a plan of assistance, and connect them to the appropriate resources and services. Subcontractors will have access to the full array of support services under the COEP. PHB's investment may also support pipeline development of COBID firms when capacity allows.

**COMPENSATION:** PHB shall pay Prosper Portland for provision of services, upon receipt of invoice documenting expenditures. The total budget pursuant to the Prior IGA is an amount not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000). PHB has already made certain payments pursuant to the Prior IGA and its funding commitment for COEP services in this Agreement only extends to the remaining balance of the funds committed in the Prior IGA.

**Attachment A**  
**PHB Funded Affordable Housing Development Projects**

<b>PROJECT</b>	<b>ADDRESS</b>	<b>PROJECT TEAM</b>
Large Division	11514 & 11518 SE Division	Central City Concern & Related NW Ankrom Moisan Walsh Construction
Anna Mann	1021 NE 33 <sup>rd</sup> Ave	Innovative Housing Inc. Emerick Architects Silco Construction
Cathedral Village	8614 N Crawford	Catholic Charities & Related NW MWA LMC Construction
The Joyce	322 SW 11 <sup>th</sup> Ave	CPAH Carlton Hart Architects Bremik Construction
Las Adelitas	6723 NE Killingsworth	Hacienda CDC Salazar Architects LMC
NE Prescott	5827 NE Prescott St	NAYA & CD Carlton Hart Architects LMC Construction
160 & Stark St	16015 SE Stark St	Human Solutions HOLST Architects Colas Construction
Susan Emmons	1727 NW Hoyt St	NHA Carlton Hart Architects Bremik Construction
The Westwind	323-327 NW 6 <sup>th</sup> Ave	Central City Concern Works Progress Arch Walsh Construction
3000 Powell*	3000 SE Powell Blvd	Home Forward Holst Architects Colas Construction

\* Construction contract (hard cost) goal is 26%



**ATTACHMENT B  
SAMPLE INVOICE FORM**

Date: \_\_\_\_\_

To: City of Portland/PHB  
Attn: Molly Rogers, PHB Deputy Director  
421 SW 6th Avenue, Suite 500  
Portland, OR 97204

Invoice No: \_\_\_\_\_

Remit to:  
Prosper Portland  
220 NW 2<sup>nd</sup> Ave., Suite 200  
Portland OR 97209

Contract #: \_\_\_\_\_

Billing Period: \_\_\_\_\_

**COEP Funding**

Project Name	Service	Amount this Bill	Amount Billed to Date	Balance
<b>Total</b>		<b>\$200,000.00</b>		

## IMPACT STATEMENT

**Legislation title:** \*Authorize Intergovernmental Agreement with Prosper Portland in support of the ongoing implementation of housing functions at the Housing Bureau and economic opportunity functions at Prosper Portland (Ordinance)

**Contact name:** Mike Johnson/Anna Shook  
**Contact phone:** 3-4376 (Mike) and 3-2802 (Anna)  
**Presenter name:** Shannon Callahan

### **Purpose of proposed legislation and background information:**

The City of Portland consolidated the housing functions that existed at the City and Prosper Portland through Ordinance No. 182465 on January 7, 2009, and established the Portland Housing Bureau (PHB). The transition of housing functions to PHB from Prosper Portland and economic opportunity functions at Prosper Portland was implemented based upon Ordinance 183903 passed June 16, 2010, to better coordinate housing and economic opportunity activities in the City of Portland.

The IGA is necessary to carry out housing functions at PHB, and enable the PHB to receive reimbursement of TIF expenditures; to carry out economic opportunity activities at Prosper Portland; and enable Prosper Portland to receive reimbursement of federal grant funded expenditures.

Three agreements are necessary for the continued implementation of the housing portion of Prosper Portland's urban renewal activities at PHB, the federal grant funded economic opportunity activities at Prosper Portland, and to spell out the rights and responsibilities for the respective parties. This ordinance will approve the IGA for the twelfth year of this working arrangement.

### **Financial and budgetary impacts:**

The ordinance creates the mechanism by which TIF funds will flow through Prosper Portland to the City on a reimbursement basis, and by which federal grant funds will flow from PHB to Prosper Portland. This funding is reflected in the bureau's FY 2021-22 Adopted Budget.

### **Community impacts and community involvement:**

PHB conducts a public process each spring as part of an annual Action Plan required by the federal Department of Housing and Urban Development regarding the use of grant funds, which includes the planned expenditure of economic opportunity grant funds covered by the IGA. The intergovernmental agreement is not controversial, and the process to develop them has been collaborative with Prosper Portland staff and legal and City staff and legal. PHB estimates that 85% of the approximately 1,600 clients served by economic opportunity programs funded through this IGA are in the 0-30% area median income (AMI) range. Approximately 15-25% of the housing units funded through this IGA are planned to serve residents in the 0-30% AMI range.

**100% Renewable Goal:**

This action does not impact the City's goal of meeting 100 percent of community-wide energy needs with renewable energy by 2050.

**Budgetary Impact Worksheet**

**Does this action change appropriations?**

- YES:** Please complete the information below.  
 **NO:** Skip this section