

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7237

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
PORTLAND HOUSING BUREAU FOR THE IMPLEMENTATION OF THE
AFFORDABLE HOUSING SET-ASIDE POLICY AND FOR THE PURPOSE OF
OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY
INITIATIVE PROGRAM**

WHEREAS, on January 7, 2009, Portland City Council passed Ordinance No. 182465 which directed Prosper Portland and the Bureau of Housing and Community Development to transition designated housing functions and staff to a new Portland Housing Bureau ("PHB");

WHEREAS, Prosper Portland is charged by the City of Portland Charter with implementing the vision and goals of the City of Portland ("City") as adopted by the City Council relating to economic development;

WHEREAS, beginning in fiscal year ("FY") 2009-10, Prosper Portland has received annual federal Community Development Block Grant funding from the City to operate the Economic Opportunity Initiative ("EOI"), an economic development program that is designed to assist low-income individuals with barriers to economic opportunity and increase their incomes by providing workforce development services, micro and small business development services and wrap-around support;

WHEREAS, beginning in fiscal year FY 2010-11, Prosper Portland and PHB have entered into annual intergovernmental agreements ("IGAs") to provide for PHB's implementation of urban renewal housing projects and certain other housing activities and to provide for Prosper Portland's delivery of certain services to PHB to support PHB's housing work;

WHEREAS, Prosper Portland and PHB desire to continue such contractual arrangements during FY 2017-18 on substantially the same terms and conditions;

WHEREAS, the housing rehabilitation, finance, and development portion of the IGA provides for PHB implementation of urban renewal activities involving affordable housing rehabilitation, finance, and development funded through urban renewal resources to be paid to PHB on an expense reimbursement basis;

WHEREAS, PHB and Prosper Portland are increasingly advancing joint projects that involve both agencies. This IGA establishes guiding principles for inter-agency coordination on such efforts.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board of Commissioners hereby authorizes the Executive Director to enter into an IGA with PHB in a form substantially in accord with attached Exhibit A, to provide housing programs, support services and EOI funding;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the IGA prior to and subsequent to execution, if such changes, in the opinion of the Executive Director and General Counsel, do not materially increase Prosper Portland’s obligations or risks; and

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

Adopted by the Prosper Portland Budget Committee on June 14, 2017



Pam Micek, Recording Secretary

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7238

EXHIBIT A

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
PORTLAND HOUSING BUREAU FOR THE IMPLEMENTATION OF THE
AFFORDABLE HOUSING SET ASIDE POLICY AND FOR THE PURPOSE OF
OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY
INITIATIVE PROGRAM**

Exhibit A includes this cover page and contains 45 pages:

- PHB and Prosper Portland IGA
 - Exhibit A: Housing Forecast
 - Exhibit B: Budget
 - Exhibit C: Form of Certification
 - Appendix A: EOI Terms and Conditions

**FISCAL YEAR 2017-18
INTERGOVERNMENTAL AGREEMENT
for Housing and Finance Services
Between
Prosper Portland
And
Portland Housing Bureau
Intergovernmental Agreement No.: 3000XXXX**

This Intergovernmental Agreement (this “Agreement”), dated July 1, 2017 (the “Effective Date”), is made and entered into by and between the **City of Portland, acting by and through its Portland Housing Bureau (“PHB”) and Prosper Portland, the assumed business name of the Portland Development Commission (“Prosper Portland”)**. Prosper Portland and PHB may be referred to jointly herein as the “Parties” or individually as a “Party”.

RECITALS

1. 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, 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 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 2016-17 Housing Rehabilitation, Finance and Development Agreement (Intergovernmental Agreement No. 30005336) dated July 1, 2016 (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 IGA’s, 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, 2017.

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 housings 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 Emerging Small Businesses, Women and Minority owned-businesses and apprenticeships and other City policies pertaining to fair contracting.

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, 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:

Strategy 3: Invest in New and Existing Homeowners	Outcomes	Total Budget
1. Homeownership: 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. 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 0% interest loan up to \$40,000 per home to provide critical repairs.	40 Household	\$1,600,000
3. Accessory Dwelling Units: Expand proposed PHB programming to support development of accessory dwelling units (“ADUs”) and cottage homes to homeowners with incomes between 80% and 120% of MFI. Support development of ADUs as a way to bring more affordable units to market and support multi-generational families.	TBD	\$1,800,000
	Total	\$5,000,000

The total budget is expected to spend out over a five year period and shall not exceed FIVE MILLION DOLLARS (\$5,000,000). Any loan revenues PHB receives from the above projects shall be paid back to Prosper Portland within 3 months of receipt by PHB.

Staff time and administrative overhead for the programs set forth in this Section II(B) of this Agreement shall be funded from the Interstate Set Aside budget for FY 2017-18 as set forth in Exhibit B to this Agreement.

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.

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. It is understood that the City intends to take out/defease outstanding bonds by a Housing and Urban Development refinancing in FY 2017-18. The refinance will effectively terminate the Master Bond Declaration and Commission Certificate and any Prosper Portland responsibility associated therewith.

B. EOI Activities

Prosper Portland, as Subrecipient of certain CDBG 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.

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.
- 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. The dimensions of the parcel(s) and the location within the USPO Site will be determined through negotiations 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. To the extent that a Master Developer(s) is contemplated for the USPO Site, PHB will participate in, and have approval rights for, selecting such Master Developer(s)
 2. Working with Prosper Portland and future developers, PHB will use the remaining \$5,500,000 to invest in affordable housing through incentive programs such as density bonus, inclusionary housing, and development rights.
- 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-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 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 for \$14,500,000 for Affordable Set Aside Housing Project(s) under Section IV(C)(1), above; and,
 - b. With regard to the PHB investment of \$5,500,000 under Section IV(C)(2), 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) 1-3, 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.

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:

Project (URA)	Property Owner	Primary Financier/ Long-term Owner	Lead
1. Clinton Station (CES)	Other	<ul style="list-style-type: none"> Prosper Portland on master development and infrastructure PHB on affordable housing (AH) 	<ul style="list-style-type: none"> Prosper Portland on master development PHB for AH funding
2. 106 th & Halsey (Gateway)	Prosper Portland	Under discussion	PHB (unless respective level of investment changes)
3. Grant Warehouse (ISC)	PHB	PHB	PHB
4. 72 nd Foster (Lents)	Prosper Portland, ownership to transfer to PHB	PHB	PHB
5. Palindrome (Lents)	Prosper Portland/Other – multiple parcels	PHB	(a) Prosper Portland
6. 9101 (Lents)	(b) Prosper Portland	(c) Prosper Portland	(d) Prosper Portland
7. Block 45 (OCC)	PHB	PHB	PHB
8. USPS/Broadway Corridor (RD)	<ul style="list-style-type: none"> Prosper Portland PHB ownership rights to transfer for AH per USPS PSA schedule 	<ul style="list-style-type: none"> Prosper Portland for all non-PHB parcels/development rights and infrastructure PHB for AH parcels/development rights 	<ul style="list-style-type: none"> Prosper Portland for all private development and infrastructure PHB for all within PHB-owned parcels/AH development rights
9. Parcel adjacent to 1 Waterfront (RD)	Prosper Portland	n/a	Prosper Portland
10. ZRZ DA (SWF)	Other/ PHB to acquire site for AH	<ul style="list-style-type: none"> Prosper Portland for DA requirements PHB for AH land acquisition and funding 	Prosper Portland lead on all elements of DA until PHB acquires property, at which point PHB is lead on development of AH on that site
11. P3 (SWF)	Prosper Portland	PHB	Prosper Portland

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 purposes of coordination on joint project 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 Jennifer Chang, 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 Karl Dinkelspiel, or such other person as designated in writing by the Director of the Portland Housing Bureau (the "PHB Development Manager"). The PHB

Development Manager 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 2017-18, on a reimbursement basis for work performed under Agreement Section II(A), a sum not to exceed the amount set forth in **Exhibit B** (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 2017-18. 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 2017-18 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 2017-18 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 the City 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 the City 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, including Program Income. 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. Funding made available from a particular urban renewal area, as well as Program Income generated by a particular urban renewal area, may be utilized solely on Affordable Housing Set Aside Projects in that urban renewal area. 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 center, 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 2017-18 via an indirect cost charge of 84.39% against billed direct personnel services costs of PHB staff in each URA. This rate is derived from PHB's OMB A87 Indirect Cost Plan as approved by the US Department of Housing and Urban Development.

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 C 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 for each PHB Urban Renewal Area Fund including Program Income and Affordable Housing Set Aside Project expenditures 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) that exceeds the Program Income received by PHB in that urban renewal area. PHB may retain any Program Income that PHB generates in an urban renewal area that exceeds the costs incurred by PHB in performing work in that urban renewal area falling within Agreement Section II(A). PHB and Prosper Portland may agree in writing to reimburse costs prior to the use of Program Income in urban renewal areas that no longer issue debt. PHB's use of Program Income is subject to the restrictions set forth in Agreement Section VII(F), below. 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).

VIII. GENERAL

A. Termination.

1. The Termination Date of this Agreement is June 30, 2018. 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 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, and all Program Income, in a manner consistent with the requirements of ORS Chapter 457.

- 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 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

Ted Wheeler, Commissioner-in-Charge

Kimberly Branam, Executive Director

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Prosper Portland Legal Counsel

Mary Hull Caballero, City Auditor

Date

EXHIBIT A
 to
Intergovernmental Agreement No.: 3000XXXX
 Between
Prosper Portland
 And
Portland Housing Bureau

Housing Forecast					
TIF funded portion only					
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
	Adopted	Forecast	Forecast	Forecast	Forecast
Central Eastside URA					
Opportunity Funds		3,000,000	1,300,000	650,000	200,000
St. Francis/Home Forward	572,114				
<i>Central Eastside URA Total</i>	<i>\$572,114</i>	<i>\$3,000,000</i>	<i>\$1,300,000</i>	<i>\$650,000</i>	<i>\$200,000</i>
Convention Center URA					
Block 45 - HF	5,000,000		-	-	-
<i>Convention Center URA Total</i>	<i>\$5,000,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
Downtown Waterfront URA					
Opportunity Funds			3,300,000		-
Henry - CCC	3,999,742	9,693,000			-
<i>Downtown Waterfront URA Total</i>	<i>\$3,999,742</i>	<i>\$9,693,000</i>	<i>\$3,300,000</i>	<i>\$0</i>	<i>\$0</i>
Gateway Regional Center URA					
Opportunity Funds				800,000	3,400,000
Human Solutions	1,500,000	2,700,000	550,000		
Property Management	1,000	1,000	1,000	1,000	
<i>Gateway Regional Center URA Total</i>	<i>\$1,501,000</i>	<i>\$2,701,000</i>	<i>\$551,000</i>	<i>\$801,000</i>	<i>\$3,400,000</i>

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
	Adopted	Forecast	Forecast	Forecast	Forecast
Interstate URA					
Opportunity Funds	1,256,304	2,230,000		500,000	3,900,000
King/Parks	500,000	4,500,000			
6905 Interstate	1,338,942				
N. Williams	4,200,000	300,000			
New Meadows	977,173				
Homeowner Retention	2,413,919	2,400,000	1,350,000	1,350,000	500,000
Homebuyer Financial Assistance	450,000	500,000	450,000	500,000	500,000
Homeownership Opportunity	9,827,400	3,000,000			3,500,000
ADU Program	400,000	400,000	400,000	400,000	
N/NE Planning, Policy, & Outreach	30,000	30,000			
Grant Warehouse	5,450,000	1,000,000			
Land Banking		1,380,888			
Magnolia II	600,000	3,400,000			
Argyle	9,600,000	1,000,000			
Prosper Portland N/NE Homeownership	1,000,000	600,000			
Prosper Portland N/NE Home Repair	400,000	400,000	400,000	400,000	
Prosper Portland N/NE ADU	400,000	600,000	800,000		
<i>Interstate URA Total</i>	<i>\$38,843,738</i>	<i>\$21,740,888</i>	<i>\$3,400,000</i>	<i>\$3,150,000</i>	<i>\$8,400,000</i>
Lents Town Center URA					
72nd & Foster	4,116,360	1,250,000			
Oliver Station	4,352,131				
Woody Guthrie	2,116,320				
Homeowner Retention	1,590,000	500,000	500,000	500,000	66,677
Homebuyer Financial Assistance	500,000	500,000	500,000	500,000	
Homeownership Opportunity	2,000,000				
Opportunity Funds			100,000	1,207,869	
<i>Lents Town Center URA Total</i>	<i>\$14,674,811</i>	<i>\$2,250,000</i>	<i>\$1,100,000</i>	<i>\$2,207,869</i>	<i>\$66,677</i>
North Macadam URA					
Riverplace	12,100,000	6,897,000			
<i>North Macadam URA Total</i>	<i>\$12,100,000</i>	<i>\$6,897,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
River District URA					
Opportunity Funds	760,000	6,450,000			
14th & Raleigh	10,594,100				
Post Office				5,500,000	
<i>River District URA Total</i>	<i>\$11,354,100</i>	<i>\$6,450,000</i>	<i>\$0</i>	<i>\$5,500,000</i>	<i>\$0</i>
South Park Blocks URA					
Joyce Hotel	1,000,000	6,075,000			-
<i>South Park Blocks URA Total</i>	<i>\$1,000,000</i>	<i>\$6,075,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>

EXHIBIT B
 to
Intergovernmental Agreement No.: 3000XXXX
 Between
Prosper Portland
 And
Portland Housing Bureau

URA	Capital and Financial Assistance	Personnel Services and Indirect	Program Income	Total
Central Eastside	572,114	\$237,616	(\$3,200)	806,530
Convention Center	5,000,000	\$129,573	(\$62,500)	5,067,073
Downtown Waterfront	3,999,742	\$94,382	(3,122,214)	971,910
Gateway	1,501,000	\$154,850	\$0	1,655,850
Interstate	37,043,738	\$1,964,644	(\$3,237,160)	35,771,222
Interstate non-Set-Aside	1,800,000	\$0	\$0	1,800,000
Lents	14,674,811	\$1,300,616	(\$1,112,600)	14,862,827
North Macadam	12,100,000	\$261,691	(\$2,035,040)	10,326,651
River	11,354,100	\$375,150	(\$436,400)	11,292,850
South Park Blocks	1,000,000	\$290,320	(\$144,129)	1,146,191
<i>Total</i>	\$ 89,045,505	\$ 4,808,842	\$ (10,153,243)	\$ 83,701,104

EXHIBIT C
To Intergovernmental Agreement No.: 3000XXXX
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				
Total				

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

Appendix A
to Intergovernmental Agreement No.: 3000XXXX
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
Attachment A:	Anticipated Prosper Portland Subcontractors
Attachment B:	Quarterly and Year End Report Form
Attachment C:	EOI IDIS Set-Up Form
Attachment C-1:	EOI IDIS Close-Out Form - Microenterprise
Attachment C-2:	EOI IDIS Close-Out Form – Adult and Youth Workforce
Attachment D:	Sample Invoice Form

1. **DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs and described in Part B.
2. **COMPENSATION:** City shall pay Subrecipient for provision of services, upon receipt of invoice documenting expenditures and a service report for each program identified in Table A. Total compensation under this IGA shall not exceed TWO MILLION, EIGHTY-SEVEN THOUSAND, SIX HUNDRED and TWENTY DOLLARS (\$2,087,620).
3. **REPORTING:** The reporting requirements are contained in Section V of Part B. All final invoices are due on July 6, 2018. The final report is due July 31, 2018.

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Economic Opportunity Initiative:		CDBG	C
Microenterprise Development	\$502,667		
Adult Workforce Development	\$760,777		
Youth Workforce Development	\$824,176		
TOTAL	\$2,087,620		

**PART A:
GENERAL TERMS AND CONDITIONS**

The following provisions must be attached to all Subrecipient Contracts. If there is more than one funding source in the contract the most restrictive provision will be enforced.

- A. **TERMINATION FOR CAUSE; CURE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

Termination for convenience.

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

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

- B. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to

the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

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

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

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

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

(d) INFORMATION AND REPORTS. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Portland* or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *City of Portland* or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) SANCTIONS FOR NONCOMPLIANCE. In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the *City of Portland* shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

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

The Subrecipient shall take such action with respect to any Subrecipient procurement as the *City of Portland* or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request the *City of Portland* to enter into such litigation to protect the interests of the *City of Portland*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

- G. MAINTENANCE, AUDIT OF AND ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for (5) five years after the City makes final payments and all other pending matters are closed.

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

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

- H. AUDITS & INSPECTIONS. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Super Circular.

- I. **INDEMNIFICATION.** Subrecipient shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- J. **INSURANCE.** Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - (a) **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 - (b) **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - (c) **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
 - (d) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- (e) **Continuous Coverage; Notice of Cancellation:** Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
- (f) **Certificate(s) of Insurance:** Subrecipient shall pay for all deductibles and premium from its non- funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Subrecipient is a public body, Subrecipient may furnish a declaration that Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- L. **CONFLICT OF INTEREST.** No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Agreement or the proceeds thereof. CITY officer or employee who selected Subrecipient, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Agreement, unless waiver is obtained from CITY in writing.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.
- M. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.

- N. **COMPLIANCE WITH LAW.** Subrecipient and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by CITY in order to be eligible to receive funds.
- O. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Subrecipient receiving between \$25,000 and \$750,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Contract Manager within thirty days of audit completion or upon request.
- P. **SEVERABILITY.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- Q. **PROGRAM AND FISCAL MONITORING.** CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the City Manager. Notwithstanding such monitoring or lack thereof, Subrecipient remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- R. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- S. **ELECTRONIC TRANSACTION; COUNTERPARTS.** The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- T. **CITY RECOGNITION.** The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- U. COPYRIGHT. If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- V. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- W. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- X. DRUG-FREE WORKPLACE ACT OF 1998. The Grantee shall maintain a drug-free workplace in accordance with the requirements of this Act and in accordance with requirements of 24 CFR Part 24 Subpart F.
- Y. POLITICAL ACTIVITY. The Subrecipient shall not permit any of the funds, materials, property or services provided under this Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.

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

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

GENERAL COMPLIANCE

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

CDBG NATIONAL OBJECTIVE

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

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

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

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

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

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

- C. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

- D. POLITICAL ACTIVITY. The following activities may not be assisted with CDBG funds: CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

- E. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for

the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.

- F. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). Requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.
DUNS number registration information can be obtained at:
<https://eupdate.dnb.com/requestoptions.asp>
Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

**PART 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 and Youth Workforce Development, which offers intensive training, job and post-secondary placement, advancement in specific career tracks and life skills support. The Subrecipient has operated the EOI since July 2009.

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

Providers funded under the EOI will deliver intensive support and customized microenterprise or workforce development services to participants for up to three years.

The Subrecipient will operate and carry out the following activities:

- A. Oversight and management of all program activities, including outreach, planning, negotiating, preparing and administering all related contracts and agreements, disbursement of funds, accounting, reporting and compliance monitoring with subcontractor agencies.
- B. Provide ongoing technical assistance on program issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit EOI program participants.

- C. Subrecipient anticipates subcontracting directly for Microenterprise Development services. Typical services provided to business owners include: business service plan development and technical assistance and training in various areas including, but not limited to: licensing, financing and taxes, business plans, financial literacy, legal assistance, marketing, product development, production and management strategies.
- D. Subrecipient will subcontract Adult Workforce Development and Youth Workforce Development services primarily through Worksystems, Inc., the region's local public workforce investment coordinator. Typical services will include:
 - a. Adult Workforce Development: Individual career plan development, work readiness training, job-specific training, work experience placement and support, job search assistance and placement, retention and advancement supports after job placement.
 - b. Youth Workforce Development: Individual career plan development, career exploration, work and college readiness training, work experience placement and support, post-secondary placement, navigation and support, job search assistance and placement, retention and advancement supports after job or post-secondary placement.

A list of anticipated subcontractors are listed in Attachment A.

III. **COMMITMENT TO EQUITY AGENDA**

Access and Outcomes

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

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

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

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

Organizational Equity Assessments and Plans

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

PHB will evaluate progress towards our goal of reducing and removing disparities in access and outcomes for communities of color, using indicators posted on PHB's website, linked at: <http://www.portlandoregon.gov/phb/62551>

Equity Core Component Areas and Goals

In FY 17-18, PHB expects organizational growth in six core component areas to further advance equity for communities of color. Subrecipients are required, at a minimum, to implement the following goals in each core component area:

1) Organizational Commitment

By June 30, 2017 develop and publish a written statement and any subsequent updates or progress regarding your organization's approach to racial and ethnic equity.

2) Leadership and Management

Demographic information on management, board and advisory group members will be collected and include race, ethnicity, gender and age. Subrecipients will report annual progress on actions to make boards and or advisory groups more proportionally representative and reflective of the racial and ethnic demographics of the client (or constituent) base.

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

3) Workforce

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

Subrecipients will report on annual progress relevant to address and/or change the employee workforce to be more proportionally representative of the racial and ethnic demographics of clients (or constituencies) served and the broader community

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

4) Community Access and Partnership

Subrecipients will report on progress made to demonstrate engagement with diverse partners and stakeholder groups that represent the client constituent base to inform program and policy decisions.

5) Data Metrics and Continuous Quality Improvement

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

6) Subcontracting

Subrecipients will use a racial equity lens, or similar tool, to inform decisions on budgeting, programming and internal operations.

Reporting

Organizations must report on progress of these core elements, and other relevant actions or activities related to advancing equity, in an annual progress report of their Equity Plan. The report is due July 20, 2018 along with all other required program reports.

IV. PERFORMANCE MEASURES

- A. The Subrecipient will track and report on the achievement of the following aspirational levels of service (outputs) during the period of this Contract:
1. 350 individuals will receive microenterprise services
 2. 825 individuals will receive adult workforce services
 3. 656 individuals will receive youth workforce services
 4. 50% individuals served will be persons of color

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

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

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

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 2017-18. Such consent shall be documented in writing and will not require a contract amendment.

V. REPORTING AND MONITORING

- A. Subrecipient shall provide PHB with quarterly progress reports from EOI's performance management systems and will complete the Quarterly and Year End Report Form (Attachment B) and PHB Participant Demographics Report. Reports are due no later than **October 31, 2017, January 31, 2018, May 1, 2018** and **July 31, 2018**. Subrecipient will include in the final report complete project close-outs for each EOI subcontractor, using Attachments C-1 and C-2. These forms will also be used to report mid-year data at the end of Quarter 2. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- B. All project setups and drawdowns will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Attachment C) and send it to PHB as soon as the contract is finalized. For amendments, the setup form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment. PHB will return setups if there are problems to be corrected and will provide Subrecipient written verification of setup entries.
- C. Invoices may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Attachment D). May invoices are due **June 15, 2018**. The year-end invoice will be submitted by **July 6, 2018**. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient shall submit outcome data as reasonably requested by PHB.
- E. On an as needed basis, PHB may provide Subrecipient with monthly reports of all IDIS balances so that Subrecipient can reconcile the IDIS reports to project balances in Subrecipient's financial systems. If discrepancies are found, Subrecipient and PHB will work to determine the source of the discrepancy and the required corrective action.
- F. Subrecipient will monitor its contracted subcontractors to ensure compliance with CDBG fund regulations, including, but not limited to, the following components:
- Desk monitoring
 - Assessment of cost reasonableness

- Risk assessment
- Contract file completeness
- Performance of on-site monitoring visit(s) to at least ten percent of contracted subrecipients receiving CDBG funds within the contract year.

G. PHB will provide Subrecipient with document templates and/or technical assistance in order to implement monitoring activities in compliance with CDBG regulations.

VI. COMPENSATION AND METHOD OF PAYMENT

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

- A. PHB will provide Subrecipient with \$2,087,620 in CDBG funding for FY 17-18. 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 CBDG 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.

ATTACHMENT A

Anticipated Microenterprise and Workforce Development Subcontractors

Subcontractor	Contract Administrator
<i>Microenterprise</i>	
Hispanic Metropolitan Chamber	Prosper Portland
MESO	Prosper Portland
PSU	Prosper Portland
<i>Adult Workforce</i>	
CCC	WSI
Human Solutions	WSI
IRCO	WSI
IRCO (CTI)	WSI
Oregon Tradeswomen (CH)	WSI
SE Works-PICP	WSI
SE Works-PREP	WSI
<i>Youth Workforce</i>	
IRCO	WSI
IRCO WEX	WSI
NAYA	WSI
New Avenues	WSI
POIC	WSI
Youth Build	WSI

ATTACHMENT B
Quarterly and Year-End Report

Subrecipient Name:	Prosper Portland
Contract Number:	#
Program Title:	Economic Opportunity Initiative (EOI)
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2017 <input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2017 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2018 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2018 <input type="checkbox"/> Year-End: July 1, 2017 to June 30, 2018

I. Progress towards anticipated outputs and outcomes

	1 st Quarter	2 nd Quarter (new enrollees)	3 rd Quarter (new enrollees)	4 th Quarter (new enrollees)	Total	Annual Aspirational Goals
OUTPUTS						
# individuals served-microenterprise						350
# of individuals served-adult workforce						825
# of individuals served-youth workforce						656
% of individuals of color served (all EOI)						50%
% receiving adult workforce services who were homeless at entry						No goal
% receiving youth workforce services who were homeless at entry						No goal
OUTCOMES (reported at year-end)						Program Exit Goal
# businesses achieving increased economic stability						
# adults placed in employment at exit						
# youth placed in employment or post-secondary education at exit						

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

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov

**ATTACHMENT C
 EOI IDIS Setup Form**

	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	Contract Manager Phone Number	
	Is this an original Setup? (Y or N)	
	Is this a revision to a previous Setup? (Y or N)	
	Previous set-up activity name	
	<u>GENERAL INFORMATION-ALL ACTIVITIES</u>	
1A	CDBG National Objective Code (LMC)	LMC
1B	Performance Objective	Econ. Opportunity
2	Performance Outcome (choose "Availability/Accessibility" or "Sustainability")	
3	Activity Name	
4	Activity Address (include zip code)	
5	Activity Description	
6	Contract period (begins/ends) (Initial Funding Date)	
7	HUD Matrix Code: 05D - Youth workforce 05H - Adult workforce 18C – Microenterprise 21A – General Administrative Costs 21B – Indirect Costs	
8	CDBG Costs (break out by categories below):	
	Program Delivery	
	General Administration	
	Indirect	
	Total	
9	Proposed Accomplishment Type (People or Businesses)	
10	Will the Activity prevent homelessness? (Yes or No)	No
11	Will the Activity help the homeless? (Yes or No) Note: Respond with "no" unless the program serves primarily individuals who are homeless or formerly homeless	
12	Will the Activity help those with HIV/AIDS? (Yes or No)	No
13	Will the Activity help persons with a disability? (Yes or No)	No
	<u>ECONOMIC DEVELOPMENT</u>	
14	Workforce Activities: Number of people served in contract year	

15	Microenterprise Activities: Number of businesses served in contract year	
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**ATTACHMENT C-1
 IDIS CLOSE OUT FORM – MICROENTERPRISE**

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

1. **Activity Name:**
2. **Closeout Narrative:**
3. **Total Number of Individuals:** _____

Demographics

4a. Race and Origin (HUD)

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

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

*Total should add up to the total people served

4b. Income

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

*Total should add up to the total people served

4c. Other

Other	Total Year-To-Date
Female Head of Household (Required)	

5. Businesses (Microenterprise) – *Completing this section is optional*

Businesses	Total Year-To-Date
New Business Assisted	
Existing Business Assisted	
Business Relocating	
Business Expanding	
Total*	

*Total should add up to the total businesses assisted

6. Job Creation/Retention (Microenterprise) - *Completing this section is optional*

	Total Job Count				Percent
	Full Time	Full Time Low/Mod	Part Time	Part Time Low/Mod	Low/Mod Jobs (%)
Actually Created					
Actually Retained					

Total Actual FTE Jobs: _____

7. Specific DUNS # for Each Business Assisted (Use as many lines as needed) - *Completing this section is optional*

Business Name	DUNS Number(s)

**ATTACHMENT C-2
 IDIS CLOSE OUT FORM – ADULT AND YOUTH WORKFORCE**

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

- 1. Activity Name:**
- 2. Closeout Narrative:**
- 3. Total Number of Individuals: _____**

Demographics

4a. Race and Origin (HUD)

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

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

*Total should add up to the total people served

4b. Income

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

*Total should add up to the total people served

4c. Other

Other	Total Year-To-Date
Female Head of Household (Required)	

**ATTACHMENT D
SAMPLE INVOICE FORM**

Date: _____

To: City of Portland/PHB

P_ROSPER

Invoice No: _____

Attn: Jennifer Chang
421 SW 6th Avenue, Suite 500
Portland, OR 97204

Remit to:
Prosper Portland
222 NW 5th Ave
Portland OR 97209

Contract #: _____

Billing Period: _____

Community Development Block Grant

Budget Category	Contracted Budget	Amount this Bill	Amount Billed to Date	Balance
Microenterprise: Program Delivery	\$502,667			
Hispanic Metropolitan Chamber				
MESO				
PSU				
Adult Workforce: Program Delivery	\$760,777			
CCC				
Human Solutions (SEI)				
IRCO				
IRCO (CTI)				
Oregon Tradeswomen (CH)				
SE Works-PICP				
SE Works-PREP				
Youth Workforce: Program Delivery	\$824,176			
IRCO				
IRCO WEX				
NAYA				
New Avenues				
POIC				
Youth Build				
Total CDBG	\$2,087,620			

Prepared by: _____
Print Name and Sign
Date

Phone Number: 503.823.0137

Email: 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.



**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7237

RESOLUTION TITLE:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND HOUSING BUREAU FOR THE IMPLEMENTATION OF THE AFFORDABLE HOUSING SET-ASIDE POLICY AND FOR THE PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY INITIATIVE PROGRAM

Adopted by the Prosper Portland Commission on June 14, 2017

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

CERTIFICATION

The undersigned hereby certifies that:

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

	Date: June 19, 2017
Pam Micek, Recording Secretary	