

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7249

AUTHORIZING A SUBRECIPIENT CONTRACT WITH PORTLAND STATE UNIVERSITY TO IMPLEMENT A PORTION OF THE SMALL BUSINESS TECHNICAL ASSISTANCE PARTNERSHIP DURING FISCAL YEAR 2017-18

WHEREAS, for the past decade, Prosper Portland has developed and managed multiple programs to support minority and female entrepreneurs and business owners, and

WHEREAS, Prosper Portland is expanding its work with startups and minority-owned businesses to leverage the power of a partnership network committed to increasing the success of 1,000 underrepresented entrepreneurs, and

WHEREAS, this initiative known as the Small Business Technical Assistance Partnership (“SBTAP”) seeks greater impact for those programs through better coordination and communication and will transform the resource landscape for underrepresented business owners, and

WHEREAS, the goals of SBTAP are to lead with outcomes, improve service delivery, and support an inclusive learning community, and

WHEREAS, one of the service providers in the SBTAP network is the Portland State University Business Outreach Program (“PSU BOP”), and

WHEREAS, PSU BOP’s mission is to help local small businesses, including emerging, minority and women-owned businesses, achieve their potential while providing students with opportunities for community-based learning, and

WHEREAS, PSU BOP will provide services under three SBTAP programs including microenterprise development, small business growth, and support for businesses impacted by the Powell-Division Action Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board of Commissioners (“Board”) hereby authorizes the Executive Director to enter into a Subrecipient Agreement with PSU BOP substantially in the form attached hereto as Exhibit A, for \$570,721 for the purpose of implementing and managing components of the SBTAP (the “Subrecipient Agreement”); and

BE IT FURTHER RESOLVED, that the Prosper Portland Board hereby authorizes the Executive Director to execute amendments to the Subrecipient Agreement up to an additional \$500,000 as needed and when such additional funding becomes available; and

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Subrecipient Agreement prior to and subsequent to execution, so long as such changes do not materially increase Prosper Portland's risks or obligations, as determined by the Executive Director in consultation with General Counsel; and

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

Adopted by the Prosper Portland Budget Committee on August 9, 2017



Pam Micek, Recording Secretary

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7249

EXHIBIT A

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH PORTLAND STATE
UNIVERSITY TO IMPLEMENT A PORTION OF THE SMALL BUSINESS
TECHNICAL ASSISTANCE PARTNERSHIP DURING FISCAL YEAR 2017-18**

Exhibit A includes this cover page and contains 24 pages:

- Draft Subrecipient Agreement – Portland State University Business Outreach Program
 - Subrecipient Agreement
 - Exhibit A - Scopes of Work
 - Exhibit B - Budget
 - Exhibit C - Terms and Conditions

SUBRECIPIENT AGREEMENT
Small Business Technical Assistance Partnership

This SUBRECIPIENT AGREEMENT (“Agreement” or “Contract”) is between Prosper Portland and the **Portland State University** (“Subrecipient”).

1. Effective and Termination Dates

This Agreement shall be effective as of July 1, 2017 and, unless otherwise amended or terminated, shall terminate on June 30, 2018. Extensions to this Agreement may only be made by written agreement signed by Prosper Portland and Subrecipient.

The provisions of this contract shall supersede all of the terms of those earlier agreements between Prosper Portland and Subrecipient utilizing Small Business Development funds.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this Agreement. Either party may change its contract manager upon written notice to the other party. Such notice must include the new contract manager’s name and their full contact information. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate contract manager. The Prosper Portland Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Agreement as provided herein, and to approve all changes to the Contract except those that increase the total Contract amount.

Contact Information:

| Prosper Portland | Subrecipient |
|---|--|
| Contract Manager: Morgan Masterman | Contract Manager: Lara Damon |
| | Organization Name: PSU Business Outreach Program |
| Address: 222 NW 5 th Avenue Portland, OR 97209 | Address: PO Box 751 (SPA) Portland, OR 97207-0751 |
| Phone: 503.823.6839 | Phone: 503-725-9822 |
| Email: mastermanm@prosperportland.us | Email: |
| | EEO: Active |
| National Objective: | Business License: 440397 |
| Benefit to low income persons | DUNS #: 052226800 |
| | Maximum Financial Assistance: \$570,721 |
| | Source of Funds: CDBG, General Fund, E-Zone, BPS (Metro) |

3. Scope of Work

Subject to the terms and conditions of this Agreement, Subrecipient shall implement the project described in the Scope of Work, Exhibit A, attached hereto and incorporated herein by this reference (the “Program”).

4. Compensation

Prosper Portland shall provide funding on a reimbursement basis subject to the terms and conditions of this Agreement, up to the maximum amount set forth on the first page of this Agreement (the "Funding"), to Subrecipient for performance of the work described in the Scope of Work. The Funding shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.

The Funding will be disbursed to Subrecipient on an allowable cost reimbursement basis in accordance with and subject to the limitations of the budget attached as Exhibit B, provided, however, that without amending this Agreement, Prosper Portland, in its sole discretion, may transfer funds from one Budget line item to another so long as such changes do not exceed the Contract maximum amount. Allowable costs are those costs necessarily incurred in performing the work described in the Scope of Work above that are allowable under the applicable federal regulations referenced in Exhibit C.

Invoices:

Requests for payment must be submitted to Prosper Portland using the budget workbook provided by Prosper Portland. Subrecipient must submit invoices monthly, within 30 days of the end of the month and must include program expenditures for the month by line item, and include backup documentation as indicated in the budget workbook. The final invoice is due July 5, 2018. **Additionally**, subrecipient must keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries and benefits, and other expenses.

5. System Branding and Communication

Subrecipient will ensure that all Program materials and any internal or external communications about this Program will acknowledge Prosper Portland. Subrecipient shall assist Prosper Portland with general requests from time to time regarding success stories and/or speaking opportunities to support the Program and its funding.

6. Federal Funding

All or a portion of the Funding provided by Prosper Portland under this Agreement may be Community Development Block Grant (CDBG) funding from the U.S. Housing and Urban Development Department (HUD). Accordingly, Subrecipient agrees and acknowledges that it is considered a subrecipient of CDBG funds and, in performing services under this Agreement, is subject to, and shall comply with, the federal law and regulations governing subrecipients of CDBG funds, including but not limited to the limitations on the use of CDBG funds. Without limiting the generality of the preceding sentence, in performing services under this Agreement, Subrecipient shall comply with the Terms and Conditions attached hereto as Exhibit C.

7. Early Termination

At its sole discretion, Prosper Portland may terminate this Agreement for any reason upon thirty (30) days written notice to Subrecipient. If Prosper Portland terminates this Agreement under this Section 6, Subrecipient shall be entitled to receipt of payment as described in Exhibit C.

8. Compliance with Laws

In connection with its activities under this Agreement, Subrecipient shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the provisions of the *Microenterprise and Small Business Development Program Manual*, created August 13, 2013, and amended from time to time ("Program Manual").

9. Amendments

Prosper Portland and Subrecipient may amend this Agreement at any time only by written agreement executed by Prosper Portland and Subrecipient. Minor amendments to the terms and conditions of this agreement may be adopted administratively.

10. Nondiscrimination

Subrecipient agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Subrecipient also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. Recycled Products

To the maximum extent economically feasible, Subrecipient shall make good faith efforts to use recycled products in connection with its performance under this Agreement.

12. No Obligations to Third-Parties

No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

13. Waiver

No provision of this Agreement shall be deemed to have been waived, modified or changed unless such waiver is in writing and signed by both parties. Such waiver, modification or change if made, shall be effective only in specific instances and for the purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

14. Approvals

Subrecipient and Prosper Portland, by the signature of their duly authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

15. Survival of Certain Provisions

Section 4 (with respect to invoices for reimbursement for work performed prior to termination of this Contract), and Sections H, I and J of Exhibit C shall survive termination of this Contract in accordance with their terms. The obligations and duties of this Contract related to the receipt and use of federal funds, or program income derived therefrom, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this Contract.

SUBRECIPIENT

PROSPER PORTLAND

Authorized Signature

Date

Kimberly Branam, Executive Director

Date

Printed Name & Title

APPROVED AS TO FORM

Prosper Portland Legal Counsel

Date

DRAFT

EXHIBIT A SCOPES OF WORK

SCOPE A – Micro and Small Business Development

1. OVERVIEW

Framework:

Prosper Portland’s 2015-2020 Strategic Plan calls for fostering wealth creation within communities of color and low-income neighborhoods through business development and growth. To further this goal, Prosper Portland funds and facilitates the Small Business Technical Assistance Partnership (SBTAP), a citywide program that leverages the power of a partnership network committed to increasing the success of 1,000 underrepresented entrepreneurs.

General Program Description:

Provide business technical assistance (TA) to low- and moderate-income microenterprises and small businesses in the City of Portland through one-on-one and small group advising, classroom training, and workshops. Within priority areas, additional support will be provided to businesses and residents through coordinated efforts between Subrecipient, priority area managers and Prosper Portland. See Section G below. Refer to the Program Manual provided by Prosper Portland for more details.

Duration of Program: July 1, 2017 - June 30, 2018

2. PROGRAM SERVICES AND ACTIVITIES

A. Enrolled Client versus Service Recipient

The *Microenterprise and Small Business Development Program* aims to serve two types of individuals: *Enrolled Clients* and *Service Recipients*. The chart below outlines the difference between Enrolled Clients and Service Recipients.

| ENROLLED CLIENT | SERVICE RECIPIENT |
|---|--|
| Eligibility guidelines apply (see Section 2.D below) | Not required to meet eligibility guidelines |
| Preference should be given to priority populations (see Section 2.C below) | Preference should be given to priority populations (see Section 2.C below) |
| Service is anticipated to be long-term , moderate to intensive TA, working on complex and ongoing issues | Service is anticipated to be short-term , light-touch TA, working on solutions to one-time issues and other less-intense services |
| Service delivered through one-on-one TA, small group or classroom sessions, workshops | Service delivered through one-on-one TA during drop-in office hours (see Section 2.G below), workshops in priority areas |
| Minimum 5 hours of service anticipated | Maximum of 10 hours of service (exceptions can be made with Prosper Portland Program Manager approval) |
| Detailed intake required | Minimal intake required |
| Extensive reporting required | Less extensive reporting required |

| | |
|--|---|
| May be eligible for CDBG funding | Not eligible for CDBG funding |
| CLIENT CASELOAD | PRIORITY AREA BUSINESS SUPPORT |
| Business Advisors: 4.0 FTE | Business Advisors: 1.0 FTE |
| Anticipated Rolling Enrollment: 100 (see note below) | Anticipated Service Recipients: 40 |
| | Location(s): Division-Midway (50% FTE), Rosewood Initiative (50%) |

Note: Because this contract represents a large increase in enrollment over last year, Prosper Portland expects 75% enrollment capacity by the end of the fiscal year and expects that full enrollment will be reached in FY 18-19.

During the first quarter of the fiscal year, it is anticipated that enrolled clients who were previously served by other providers will be transferred to Subrecipient. Subrecipient shall review paperwork from old provider, assess business needs and continue to provide TA based on assessment findings.

B. Business Technical Assistance Services

Subrecipient will provide a variety of individualized business development services including but not limited to:

- Business review and assessment
- Bookkeeping and business management strategies
- Comprehensive business planning and strategizing
- Financial planning , budgeting, goal setting and projections
- Market research and analysis
- Growth strategies development
- Product cost analysis
- General business support
- Connection to professional networks and business mentors
- Topic specific coaching and mentoring

Prosper Portland may request a written service delivery plan, if needed, to confirm Subrecipient’s understanding of the scope.

C. Priority Populations

Priority populations include people of color, people with limited English proficiency, low-income individuals (at or below 80% median family income, MFI¹) and business owners who live in or own a business in a priority area. Service delivery (for enrolled clients and service recipients) should be prioritized to individuals within these populations. Additionally, the SBTAP aims to support growth-oriented businesses².

¹2017 MFI limits can be found at <https://www.portlandoregon.gov/phb/50010>

² Growth-oriented businesses will be further defined during our outcomes conversation.

Priority Areas include:

- Cully Boulevard Alliance (NPI)
- Historic Parkrose NPI
- Our 42nd Avenue (NPI)
- Lents Town Center Urban Renewal Area & Foster Road subarea
- Interstate Corridor Urban Renewal Area & subareas: Alberta Main Street, St. Johns Center for Opportunity and Lombard Street
- East Portland (east of I-205)
- Division Midway Alliance (NPI)
- The Jade District (NPI)
- The Rosewood Initiative (NPI)
- Gateway Regional Center Urban Renewal Area

A buffer has been applied to the NPI and Main Street priority areas to allow for expanded service delivery. Being located in a buffer area qualifies a business owner as being in a priority area. The buffer is shown online at: <http://bit.ly/M6nyjQ>. Subrecipient shall use this map to identify whether the client is located within a priority area. Prosper Portland may identify additional priority areas during the contract year and will update the map and notify Subrecipient at such a time.

D. Eligibility Guidelines for Enrolled Clients

If businesses meet the eligibility guidelines listed below, they may be enrolled for services and activities delivered with funds provided through this Subrecipient Agreement.

Pre-business clients and existing businesses with 50 or fewer employees, including home-based businesses, that are:

- Located in the City of Portland³ (business, residence or both),
- Owned by people with incomes at or below 120% MFI, and
- Have signed an income eligibility verification form.

In addition, a minimum of 50% of Subrecipient's enrolled clients are required to have:

- Incomes at or below 80% MFI and
- Five (5) or fewer employees.

Prior to enrollment, Subrecipient must confirm potential client has not previously been enrolled in the Prosper Portland Microenterprise program by submitting an enrollment request to the Prosper Portland Program Manager.

³ Subrecipient must check address eligibility using map at <http://bit.ly/M6nyjQ>

E. Target Audience

Subrecipient should strive to reach the following targets for enrolled clients:

| Target Business Owner | Target Percent |
|--|----------------|
| Low Income (at or below 80% MFI) | At least 50% |
| People of Color | At least 50% |
| Limited English Proficiency | 10% |
| New Enrollees Located in a Priority Area | 50% |
| Growth-oriented businesses | 25% |

F. Minimum Activities for Newly Enrolled Clients

At a minimum, the following activities should be completed within the first three (3) to six (6) months of client enrollment, and should be completed for all existing clients. Once completed, documents must be maintained in client files or electronically.

| Activity | Pre-Business | Existing Business |
|--|--------------|-------------------|
| Three months: | | |
| Create a Service Plan (goals and objectives agreed upon by business owner and advisor) | X | X |
| Business Registration (city and state) | | X |
| Additional Licensing as Applicable (OLCC, Child/Adult Care, Food Handler, etc.) | | X |
| Narrative progress report documenting accomplishments and next steps | X | X |
| Six months: | | |
| Create/Review Business Plan (using approved template) | X | X |
| Develop personal budget | X | X |
| 12 month Cash Flow Projection | X | X |
| Profit and Loss Projection | X | |
| Current Profit & Loss Statement (and last 3 yrs) | | X |
| For those seeking a loan of \$5,000 or more: Balance Sheet | X | X |

G. Priority Area Business Support

In addition to one-on-one business technical assistance provided to enrolled clients, Subrecipient will provide additional assistance to service recipients in assigned priority areas. It is expected that advisors maintain a close and collaborative relationship with the district manager and maintain communications regarding capacity, activities and participants served, with exception to confidential or sensitive client information.

This support could be provided in various ways including but not limited to drop-in office hours, community outreach, client follow-up services, supporting an area business development strategy and supporting businesses impacted by major area projects (ie infrastructure). Please work with the priority area district manager and Prosper Portland Program Manager to

determine what activities would be most appropriate for your assigned area. It is expected that Subrecipient and district manager will enter into a Memorandum of Understanding (MOU).

Specific activities include:

- 3 east portland workshops
- Funding for 40 participants to participate in BDWS, participants will pay \$25

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

Subrecipient will provide sufficient outreach and recruitment efforts necessary to reach target audiences identified above.

B. Network of Services

Subrecipient is part of a larger network of resources, and as such shall work together with other service providers to meet client needs. If a client cannot be served by the Subrecipient, or can be better served by another provider, it is Prosper Portland's expectation that a referral will be made.

Prosper Portland will hold monthly network meetings to discuss service delivery issues and to provide professional development opportunities for service providers. All business advisors working under this Agreement are required to attend these meetings. Subrecipient contract managers that are engaged in program delivery are encouraged to attend as well.

Prosper Portland may sponsor additional trainings for the network. It is expected that business advisors attend and actively participate in these trainings.

Supplemental services such as legal support, bookkeeping training, business courses or other professional services may be available to the network through additional service provider contracts or fee-for-service contracts. These services will be shared with the network once acquired.

C. Guidelines for Exiting Clients

While this program is intended to provide long-term service to business owners, it may be determined that some businesses do not need long-term support. It is Prosper Portland's expectation that clients should be exited from the program to open spots for new clients if one of the following is true:

- Business is stable, no identified needs for the near future
- Client is not willing, or is unable, to follow up with assigned activities
- Advisor spends less than 2 hours with client on business-related activities in a 3-month period
- Client moves out of city (exceptions can be made)
- Business closes and client doesn't want to pursue continued business development

Advisor may discuss additional reasons for client exit with Prosper Portland Program Manager to determine best course of action.

D. Core Competencies for Business Advisors

Business advisors working under this Agreement are expected to have the ability to develop positive relationships with clients, motivate them to achieve their goals and provide timely response to their needs, among other soft skills. Business advisors must be able to effectively perform the following assessments:

- Business assessment – Is the business or business idea feasible? Is there a market? Who is their competition?
- Entrepreneur assessment – Is the entrepreneur capable, qualified and prepared to run this business effectively? Do they have the resources, skills and support system needed to succeed?

Business advisors must be able to provide high quality counseling, education, and technical assistance on:

- Financial literacy – Budgeting, record keeping, basic accounting concepts, product and project cost analysis, break even analysis
- Basic financial statements – Prepare and analyze profit and loss and balance sheet
- Cash flow projections
- Pricing strategy and profit analysis
- Loan application – Determine appropriate loan amount through financial planning, assist with loan application
- Business plan – Development and implementation, including a marketing strategy
- Registration and licensing requirements

Business advisors must be able to identify specialty issues such as legal, human resources and accounting needs and be able to refer clients to the appropriate professional services.

Prosper Portland shall be made aware of any major staffing changes prior to changes being made. Prosper Portland may request to be involved in the hiring process of core program staff.

E. Reporting

As part of the SBTAP network, outcomes reported by Subrecipient will impact the overall outcomes being tracked for the entire network.

Using the online reporting system, Outcome Tracker, Subrecipient shall report all services delivered and outcomes achieved, including but not limited to the following information: client income eligibility and enrollment information, business owner demographics, general business information, business financials, jobs created and retained, business progress reports, services received, hours of technical assistance provided and annual achievements/improvements.

Subrecipient shall submit quarterly narratives to the Prosper Portland Program Manager via email. Narratives shall include, at a minimum, client or program successes and challenges.

Prosper Portland reserves the right to modify reporting fields and request additional information. Subrecipient must keep the data entry current and consistent. Data must be input in Outcome Tracker by the 15th of the month following the end of each quarter, but it is preferred to be entered more frequently in order to have real-time data.

Subrecipient shall maintain the following information in client files: signed income verification form, tax forms if being used for income verification and client service plan.

F. Monitoring

Program monitoring will occur on an annual basis, at a minimum. Subrecipient shall maintain and make available all records related to the program, including services rendered, performance, participant eligibility, demographic data and financial data. At a minimum, records will be reviewed as a part of the annual monitoring process.

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EXHIBIT A (cont'd)
SCOPES OF WORK

SCOPE B – Small Business Growth

1. OVERVIEW

2. PROGRAM SERVICES AND ACTIVITIES

- A.** Implement small business growth program utilizing the Interise “Streetwise MBA” curriculum along with other methods
 - i.** Curriculum and material costs will be provided by Prosper Portland
 - ii.** Staff working on this scope will be expected to participate in Interise training(s)
 - iii.** Manage application process (Prosper Portland anticipates being involved in application and selection process)
 - 1. Recruitment - utilize SBTAP network
 - 2. Ideal candidate has been in business for more than 2 years and has at least one additional employee
 - iv.** Run two cohorts annually to serve 20-30 businesses owned by people of color
- B.** Provide individualized one-on-one business consulting as necessary
- C.** Provide referrals to SBTAP network partners and other service providers as necessary
- D.** Support business growth with access to student consulting teams

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

Subrecipient will provide sufficient outreach and recruitment efforts necessary to reach target audiences identified above.

B. Reporting

Same as Scope A above, except client income eligibility is not required for this scope.

EXHIBIT A (cont'd)
SCOPES OF WORK

SCOPE C – Business Support for Division Transit Project

1. OVERVIEW

2. PROGRAM SERVICES AND ACTIVITIES

Services to be provided

- Provide light-touch business development services to businesses referred by APANO outreach activity
 - Work with APANO and other translation services to deliver in-language support as needed.
- Develop and conduct a business-owner needs assessment, and
- Organize and recruit for at least six business-related events (workshops, seminars and trainings). These tailored events will address business needs, market conditions, and transit construction impacts, and
- Coordination with TriMet, NPI districts and other partners:
 - Receive referrals for service
 - Attend meetings with business owners
 - Participate in coordination meetings, district events and board meetings, transit project meetings
 - Distribute transit project and district event information to business owners, and
- Referrals to appropriate resources within and outside the SBTAP, and
- Quarterly reporting on outputs and outcomes.

3. PROGRAM EXPECTATIONS

EXHIBIT B
 Budget – FY 2017-2018

| | Micro and Small Biz | | Small Biz Growth | Division |
|----------------------------------|---------------------|------------------|-------------------------|-------------------|
| | CDBG | General Fund | General Fund and E-Zone | BPS (Metro Grant) |
| Program Activity Delivery | | | | |
| Personnel | | | | |
| Materials | | | | |
| | | | | |
| | | | | |
| Operating | | | | |
| | | | | |
| | | | | |
| Program Administration | | | | |
| Personnel | | | | |
| | | | | |
| Indirect | | | | |
| | | | | |
| TOTAL | \$167,555 | \$220,007 | \$100,000 | \$83,159 |

EXHIBIT C TERMS AND CONDITIONS

This Exhibit C contains: I. Prosper Portland Terms and Conditions and II. Community Development Block Grant (CDBG) Terms and Conditions. Prosper Portland Terms and Conditions apply to all activities regardless of funding source. The CDBG Terms and Conditions apply only to activities funded with CDBG. If there is a conflict between terms the most restrictive provision will be enforced.

I. PROSPER PORTLAND – TERMS AND CONDITIONS

- 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, Prosper Portland 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 Prosper Portland, become the property of Prosper Portland 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 Prosper Portland for damages sustained by Prosper Portland by virtue of any breach of the Contract by the Subrecipient, and Prosper Portland may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due Prosper Portland from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:
- (a) By Prosper Portland 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 Prosper Portland 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.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by Prosper Portland due to a breach by the Subrecipient, then Prosper Portland 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 Prosper Portland the

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

- D. **CHANGES IN ANTICIPATED SERVICES.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, Prosper Portland's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to Prosper Portland any unexpended funds received by Subrecipient.
- E. **AMENDMENT/CHANGES.** Prosper Portland 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 Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
- F. **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.
- G. 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 Prosper 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 Prosper 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, Prosper 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 Prosper 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 Prosper Portland to enter into such litigation to protect the interests of Prosper 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.

- H. MAINTENANCE, AUDIT OF AND ACCESS TO RECORDS. Prosper Portland, 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 Prosper Portland makes final payments and all other pending matters are closed.

Prosper Portland, 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 Prosper Portland.

- I. AUDITS & INSPECTIONS. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Prosper Portland, 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 of Portland policy concerning Subrecipient audits and OMB Super Circular.
- J. INDEMNIFICATION. Subrecipient shall hold harmless, defend, and indemnify Prosper Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- K. 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. Prosper Portland 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.

1. **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.
 2. **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.
 3. **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.
 4. **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 Prosper 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.
 5. **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 Prosper Portland. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify Prosper Portland 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.
 6. **Certificate(s) of Insurance:** Subrecipient shall pay for all deductibles and premium from its non-contract funds. Prosper Portland 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.
- L. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient, and its contractors and employees are not employees of Prosper Portland and are not eligible for any benefits through Prosper Portland, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- M. **CONFLICT OF INTEREST.** No Prosper Portland 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. Prosper Portland 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 Prosper Portland 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.

- N. **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.
- O. **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 of Portland in order to be eligible to receive funds.
- P. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Subrecipient receiving between \$25,000 and \$750,000 in Prosper Portland 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.
- Q. **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.
- R. **PROGRAM AND FISCAL MONITORING.** Prosper Portland 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 Prosper Portland 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. The frequency and level of monitoring will be determined by Prosper Portland Project Manager.

- S. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- T. **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.
- U. **CITY RECOGNITION.** The Subrecipient shall insure recognition of the role of Prosper Portland 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.
- V. **COPYRIGHT.** If this contract results in any copyrightable material or inventions, Prosper Portland 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.
- W. **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.
- X. **INTEGRATION.** This Contract contains the entire agreement between Prosper Portland and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- Y. **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.
- Z. **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 Prosper Portland.

Exhibit C - continued
TERMS AND CONDITIONS

II. COMMUNITY DEVELOPMENT BLOCK GRANT - TERMS AND CONDITIONS (CFDA# 14.218)

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 of Portland's Portland Housing Bureau (PHB) has certified 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 Prosper Portland 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 Prosper Portland at the end of the contract period. Any interest from the U.S. Treasury is not program income and shall be remitted promptly to Prosper Portland.

- 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.

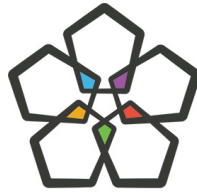
- C. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions

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 Prosper Portland for review upon request.

- D. 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.
- E. 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>



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7249

RESOLUTION TITLE:

AUTHORIZING A SUBRECIPIENT CONTRACT WITH PORTLAND STATE UNIVERSITY TO IMPLEMENT A PORTION OF THE SMALL BUSINESS TECHNICAL ASSISTANCE PARTNERSHIP DURING FISCAL YEAR 2017-18

Adopted by the Prosper Portland Commission on August 9, 2017

| PRESENT FOR VOTE | COMMISSIONERS | VOTE | | |
|-------------------------------------|---------------------------------------|-------------------------------------|--------------------------|--------------------------|
| | | Yea | Nay | Abstain |
| <input checked="" type="checkbox"/> | Chair Gustavo J. Cruz, Jr. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner Alisha Moreland-Capua MD | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner Francesca Gambetti | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner Peter Platt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Commissioner William Myers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Consent Agenda 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: August 24, 2017 |
| Pam Micek, Recording Secretary | |