

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7347

**AUTHORIZING THE FIRST AMENDMENT TO THE SUBRECIPIENT
CONTRACT WITH LIVELIHOOD NW TO IMPLEMENT A PORTION OF THE
INCLUSIVE BUSINESS RESOURCE NETWORK DURING FISCAL YEAR 2019-
20**

WHEREAS, for the past decade, Prosper Portland has developed and managed multiple programs to support historically underserved entrepreneurs within local communities including low-income, minority, and female entrepreneurs and business owners;

WHEREAS, in July 2017, Prosper Portland expanded its work to leverage the power of a partnership network committed to increasing the success of 1,000 underrepresented entrepreneurs;

WHEREAS, this initiative is known as the Inclusive Business Resource Network (“IBRN”) and seeks greater impact for those programs through better coordination and communication to improve the resource landscape for underrepresented business owners;

WHEREAS, the goals of IBRN are to improve outcomes for, and improve service delivery to, underrepresented business owners and entrepreneurs, while supporting an inclusive learning community among IBRN participants;

WHEREAS, in February 2017, staff issued a competitive Request for Proposals process and selected eleven service providers, including Livelihood NW (formerly known as the Portland State University Business Outreach Program);

WHEREAS, Livelihood NW’s mission is to foster business sustainability and growth for historically underserved entrepreneurs within local communities;

WHEREAS, on August 9, 2017, the Prosper Portland Board of Commissioners (“Board”) through Resolution No. 7249 authorized a subrecipient agreement with Portland State University Business Outreach Program for services offered in fiscal year (“FY”) 2017-18;

WHEREAS, on September 12, 2018, the Prosper Portland Board through Resolution No. 7286 adopted the IBRN Program Guidelines which formally established grant agreement requirements;

WHEREAS, on September 12, 2018, the Prosper Portland Board through Resolution No. 7289 authorized an amendment to the subrecipient agreement with Portland State University Business Outreach Program for services offered in FY 2018-19;

WHEREAS, in 2018, the Portland State University Business Outreach Program, now known as Livelihood NW, became an independent organization;

WHEREAS, in December 2018, Prosper Portland entered into a subrecipient agreement with Portland State University Business Outreach Program to complete the scope of work for FY 2018-19 that was assigned to the Portland State University Business Outreach Program; and

WHEREAS, in fiscal year 2019-20, Livelihood NW will provide services under three IBRN 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 hereby authorizes the Executive Director to approve the First Amendment the Subrecipient Agreement with Livelihood NW substantially in the form attached hereto as Exhibit A (the “Subrecipient Agreement”), for a two-year cumulative total of \$941,702 for the purpose of implementing and managing components of the IBRN;

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

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 Commission on November 13, 2019



Pam Feigenbutz, Recording Secretary

**FIRST AMENDMENT TO
SUBRECIPIENT AGREEMENT
Inclusive Business Resource Network**

This First Amendment to Subrecipient Agreement ("**First Amendment**") is between Prosper Portland, assumed business name of Portland Development Commission, the urban renewal authority of the City of Portland, a municipal corporation of the State of Oregon ("**Prosper Portland**") and **Livelihood NW**, formerly Business Outreach Program, assumed business name, ("**Subrecipient**").

This First Amendment modifies the Subrecipient Agreement as follows:

1. All terms and conditions of the Subrecipient Agreement not expressly modified by this Second Amendment shall remain unchanged. Capitalized terms not defined herein shall have the meaning set forth in the Subrecipient Agreement.
2. Section 1 of the Subrecipient Agreement is amended to extend the termination date to June 30, 2020.
3. Section 2 of the Subrecipient Agreement, Maximum Financial Assistance is amended to \$941,702. The FY 2019-2020 budget is not to exceed **\$560,500** and must be expended during FY 2019-2020. Any remaining budget will not roll over to next fiscal year.
4. Section 4 of the Subrecipient Agreement is amended to extend the final invoice date to a date to be provided by Prosper Portland by April 30, 2020.
5. Section 4 of the Subrecipient Agreement is amended to add the following paragraphs at the end thereof:

"Prior to receiving disbursements that fall on quarterly reporting months, Subrecipient shall input into Outcome Tracker (as further described in Exhibit A hereto) all Outcome Tracker required data for the prior quarterly period, which must be reviewed and approved by Prosper Portland prior to any such disbursement.

Additionally, Subrecipient must provide complete Yearly Outcomes Checklist data into Outcome Tracker no later than July 31 of each year, reporting for the previous year. Prosper Portland will not pay July invoices for a current grant year until this data is entered to the satisfaction of the Prosper Portland Program Manager."

6. Section 16 is added to the Subrecipient Agreement as follows: "**16. City Audit/Public Record.** Subrecipient understands and acknowledges that Prosper Portland is a public entity and is subject to Oregon's public records laws (ORS 192.311 – 192.478) and this Subrecipient Agreement and any related documents are subject to audit by the office of the City Auditor, public records disclosure, and public ethics laws. Prosper Portland shall have no liability to Subrecipient's compliance with public records laws, audits and ethics laws."

7. Exhibit A "Scope of Work" to the Subrecipient Agreement is replaced in its entirety with Exhibit A, attached to this First Amendment.
8. Exhibit B "Budget" to the Subrecipient Agreement is updated and replaced in its entirety with Exhibit B, attached to this First Amendment.
9. By this First Amendment, Prosper Portland waives no default(s) if any, known or unknown, of Subrecipient under the Subrecipient Agreement or under this First Amendment.

SUBRECIPIENT

By: _____
Lara Damon, Executive Director

_____ Date

PROSPER PORTLAND

By: _____
Kimberly Branam, Executive Director

_____ Date

APPROVED AS TO FORM:

Prosper Portland Legal Counsel

EXHIBIT A
SCOPES OF WORK
Inclusive Business Resource Network

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 Inclusive Business Resource Network (Network or IBRN), 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, 2019 – June 30, 2020

2. PROGRAM SERVICES AND ACTIVITIES

A. Long Term versus Light Touch Clients

The *Microenterprise and Small Business Development Program* aims to serve two types of individuals: **long term** and **light touch**. The chart below outlines the difference between the two types.

LONG TERM	LIGHT TOUCH
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	Anticipated Participants: 40
	Location(s): Rosewood Initiative, Division Midway Alliance

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 both long term and light touch clients) should be prioritized to individuals within these populations. Additionally, the IBRN aims to support growth-oriented businesses.

Priority Areas include:

- Cully Boulevard Alliance (NPI)
- Division Midway Alliance (NPI)
- Historic Parkrose NPI
- The Jade District (NPI)

¹2019 MFI limits can be found at <https://www.portlandoregon.gov/phb/article/734229>

- Our 42nd Avenue (NPI)
- St. Johns Center for Opportunity
- Lents Town Center Urban Renewal Area
- East Portland (east of I-205)
- The Rosewood Initiative (NPI)
- Interstate Corridor Urban Renewal Area
- 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 Long Term Clients

If businesses or entrepreneurs 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 Portland² (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 61% of Subrecipient's long term 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.

E. Target Audience

Subrecipient should strive to reach the following targets for long term clients:

Target Business Owner	Target Percent
Low Income (at or below 80% MFI)	61%
People of Color	At least 50%
Limited English Proficiency	10%
Located in a Priority Area	50%

F. Minimum Activities for Newly Enrolled Clients

² Subrecipient must check address eligibility using map at <http://bit.ly/M6nyjQ>

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	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 long term clients, Subrecipient will provide additional assistance to light-touch clients in assigned priority areas (see Table in Section 2.A.). This support could be provided in various ways including but not limited to drop-in office hours, small group learning, community outreach, client follow-up services, supporting an area business development strategy and supporting businesses impacted by major area projects (ie infrastructure).

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. 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) and provide a copy to Prosper Portland by November 30, 2019.

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.

Supplemental services such as legal support, bookkeeping training, business courses or other professional services may be available to clients for a reduced fee. These services are always changing and the network will be kept up to date on what services are available through a shared document on our Community of Practice Google Drive (<https://tinyurl.com/pdxbiznetwork>). Referrals of light touch clients to Subrecipient's own A la Carte services cannot exceed \$5,000. Refer to A la Carte contract for additional details.

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 may 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.

E. Reporting

As part of the 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.

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 submit bi-annual narratives (due November 15, 2019 and April 17, 2020) to the Prosper Portland Program Manager via a reporting document on the Community of Practice Google Drive. Narratives shall include, at a minimum, client or program successes and challenges. Photos highlighting clients and/or events are appreciated.

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. These forms may be maintained electronically.

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.

G. Expectations and Evaluation

Grantee will be evaluated in six categories with ratings as described below. These evaluations will occur in December and May

Ratings:

3 = Meeting expectations

2 = Some concerns, Prosper Portland and Grantee identify clear path to get back on track

1 = Serious concerns, Prosper Portland will collaborate with Grantee to develop Plan to Improve

If Plan to Improve is not satisfied, Grantee funding may be impacted

Evaluation Category	Expectation	Evaluation/Monitoring Tool
Attendance & Participation	<p>1) Community of Practice monthly meetings: Staff billing 50% or more on contract should attend 8 out of 11 CoP meetings (or 70% of meetings).</p> <p>2) Various Committee meetings: Min 1 person per org on a committee. If org has 3 or more staff billing 50% or more to contract, than 2 people need to serve & fully participate on committees.</p>	Sign-in sheets. Report attendance to program managers at quarterly Program Manager Meetings.
Service Level Goals	Serve number of clients and hours as outlined in Prosper contract.	Tracked via Outcome Tracker in conjunction with invoices
Equitable Practices & Goals	<p>1) Staff billing 50% or more on contract and Program Manager must attend equity trainings with CEI and with LJIST. If staff attended in previous fiscal year, they are not required to attend in current fiscal year.</p> <p>2) Meet goals of priority populations outlined in contracts.</p> <p>3) Implement one new culturally-specific or culturally-responsive approach for working with clients or modify your program based on client feedback around equitable practices.</p>	<p>1) Tracked via attendance at equity trainings</p> <p>2) Tracked via Outcome Tracker</p> <p>3) Identify in narrative and quarterly check ins. Look to Prosper annual client survey or other means of client feedback.</p>
Reporting	<p>1) Report on time and with complete data in Outcome Tracker. (Invoices won't be paid until outputs for that invoice period are logged in OT)</p> <p>2) Complete bi-annual program narratives by the deadline.</p> <p>3) Complete Yearly Outcomes Checklists by July 15. (Current fiscal year invoices won't be paid until YOC's for previous year are completed)</p>	Tracked via Outcome Tracker and online narrative
Collaboration	<p>Set 3 collaboration goals annually, with at least one new goal. Examples of collaborations include working with another partner to: host an event, teach a workshop together or deliver content for a program; develop a strategic relationship to share client resources i.e. translation support, access to mentors, access to capital. Partner can also set collaboration goals around building relationships with other Network partners and increasing staff awareness of partner programming.</p> <p>Collaborations do not include referrals to funded professional services (SBLC, MarketLink, etc).</p>	Identify goals at the beginning of fiscal year and report collaborations in narrative. Review at quarterly check ins.
Stability of Leadership & Staff	Prosper Portland is notified of all staff adjustment for staff billing to contract. If major leadership transition occurs, organization leaders should meet with Prosper Program Manager and Manager of Entrepreneurship and Community Economic Development Team to explain transition timeline and strategy.	Conversation at quarterly check ins

EXHIBIT A (cont'd)
SCOPES OF WORK

SCOPE B – Small Business Growth

1. OVERVIEW

General Program Description:

Support existing businesses owned by people of color to develop a growth plan through a cohort-based and peer-to-peer programming.

Duration of Program: July 1, 2019 – June 30, 2020

2. PROGRAM SERVICES AND ACTIVITIES

A. Implement Cohort Program

Utilizing the Interise “Streetwise MBA” curriculum, along with other methods, Subrecipient will run two cohorts of no more than 15 businesses each. Three cohorts will overlap in FY19/20; one cohort will be completed which began in FY18/19 and two will begin in FY19/20 in the Fall 2019 and Spring 2020.

Eligible participants include existing businesses owned by people of color. Business owners need to have a current home or business address within the City of Portland. Exceptions may be made by the Prosper Portland Program Manager on a case by case basis for people who do not live or work in the city but do significant business in the city and have a valid city business registration. Priority will be given to applicants with a median family income at or below 120%. Ideally, participants have been in business for at least two years and have at least one employee in addition to the owner.

Subrecipient will manage the application process and provide updates to Prosper Portland about the application and selection process. Recruitment should be completed in coordination with Prosper Portland and the Inclusive Business Resource Network.

Each cohort should end with a meaningful graduation celebrating cohort participants.

Graduation considerations include:

- Motivating and unique location
- Invitations to Prosper Portland and City of Portland leadership, past cohort graduates, interested business owners and the Inclusive Business Resource Network partners
- Utilize services from past cohort participants where possible – food and drinks, raffle items, gifts for graduates, printing services, etc
- Motivating emcee or additional speakers
- Takeaways for invited guests to know how to support participants

Additional notes:

- Curriculum and material costs will be provided by Prosper Portland
- Staff working on this scope will be expected to participate in Interise training(s)

- Subrecipient shall consider offering child care reimbursements as necessary to limit barriers to participation

B. Additional Support

Subrecipient agrees to provide individualized one-on-one business consulting as necessary for up to 1 year after cohort start date. Cohort participants will also be supported through access to student consulting teams. Subrecipient will provide referrals to Network partners, IBRN a la carte services, and other service providers as necessary.

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

Subrecipient will provide sufficient outreach and recruitment efforts necessary to reach target audiences identified above. In addition, Subrecipient will work with Prosper Portland and Network partners to identify prospective participants.

Marketing for the program shall include:

- Maintenance of Interise program landing webpage with up to date information
- Strong visual recruitment tools, translated in Spanish as necessary
- Graduation invitations
- Cohort brochures and/or other cohort promotional material

B. Network of Services

Same as Scope A above

C. 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

General Program Description:

Provide support to businesses, particularly business owners of color, within the Division Transit Project Area, develop and conduct a business needs assessment, organize business-related events, coordinate with project partners and refer businesses to appropriate resources. This scope will be implemented in coordination with APANO. See roles and responsibilities matrix (Attachment A) for additional detail.

Project Area: SE Division bound by 82nd Avenue on the west and the Portland city limit on the east.

Duration of Program: July 1, 2019 – June 30, 2020

2. PROGRAM SERVICES AND ACTIVITIES

A. Needs Assessment and Light Touch Technical Assistance

Develop and conduct a business owner needs assessment. Provide light-touch business development services to approximately 25 businesses referred by APANO, TriMet, PBOT and Division-Midway. Work with APANO and other translation services to deliver in-language support as needed. Provide referrals to appropriate resources within and outside the Network.

B. Events

Organize and recruit (with support from APANO) for at least three business-related events (workshops, seminars and trainings). These tailored events will address business needs, market conditions, and transit construction impacts. Lease review and legal support has been identified as one area of interest for the community.

C. Coordination Among Project Partners

Subrecipient will maintain a collaborative relationship with all project partners including but not limited to: TriMet, PBOT, Jade District, Division-Midway Alliance, APANO, IBRN and Prosper Portland. Subrecipient shall:

- Receive referrals for service
- Attend business owner meetings with TriMet staff as needed
- Participate in coordination meetings, district events and board meetings, transit project meetings
- Distribute transit project and district event information to business owners
- Development and implement business seminars and training in coordination with APANO
- Accompany APANO with selected outreach as needed

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

APANO will lead outreach efforts for this scope.

B. Network of Services

Same as Scope A above

C. Reporting

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

Attachment A

Division Transit Project – Business Technical Support: Roles and Responsibilities					
	APANO (East Division Corridor, API citywide, Jade)	Livelihood NW (East Division Corridor & DMA focus)	NPI Districts Managers/Staff	TriMet	Prosper Portland
1:1 Advising, relationship building (non-transit related)	<ul style="list-style-type: none"> Outreach and support to API businesses citywide Outreach and light touch business support in Jade 	<ul style="list-style-type: none"> Outreach and light touch business support in DMA 	<ul style="list-style-type: none"> Refers business owners to Network providers as needed Support business owners with district specific needs through business networking events, district events and district improvement projects 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Refers business owners to Livelihood NW or APANO biz advisors
Transit specific business outreach, 1:1 meetings, 1:1 advising	<ul style="list-style-type: none"> Conduct business outreach efforts along east Division transit corridor and refer business owners to Network/Livelihood (LEAD) Provide light touch technical assistance to business as needed Provide API language support as needed Provide transit project updates and marketing collateral when appropriate Attend business owner meetings with TriMet Staff as needed (limited to direct impact) Attend transit project community meetings In coordination with TriMet, distribute information to businesses on business specific topics related to the transit project 	<ul style="list-style-type: none"> Conduct a business owner needs assessment (LEAD) Provide light touch business advising to clients including those referred by TriMet, PBOT, APANO and DMA Provide Spanish language support as needed Attend business owner meetings with TriMet Staff as needed (limited to direct impact) Attend transit project community meetings In coordination with TriMet, distribute information to businesses on business specific topics related to the transit project 	<ul style="list-style-type: none"> Provide transit project marketing collateral to community Coordinate meetings with Jade or DMA business/property owners to discuss transit project as needed 	<ul style="list-style-type: none"> Partner coordination for transit project meetings (LEAD) Provide transit project marketing collateral for outreach efforts Coordinate meetings with business/property owners to discuss transit project (LEAD) 	<ul style="list-style-type: none"> Informational only

Attachment A

Cont'd	APANO (East Division Corridor, API citywide, Jade)	Livelihood NW (East Division Corridor & DMA focus)	NPI Districts Managers/Staff	TriMet	Prosper Portland
Transit specific business seminars & classes	<ul style="list-style-type: none"> Develop Transit Project related seminars in coordination with Livelihood Market and conduct biz seminars Provide API language support as needed 	<ul style="list-style-type: none"> Develop Transit Project related seminars in coordination with APANO (LEAD) Market and conduct biz seminars Provide Spanish language support as needed 	<ul style="list-style-type: none"> Provide business seminar topic recommendations Attend seminars planning mtgs with partners Market biz seminars to business owners in the district 	<ul style="list-style-type: none"> Provide transit related business seminar topic recommendations Market biz seminars/classes through outreach efforts 	<ul style="list-style-type: none"> Provide transit related business seminar topic recommendations
Network Meetings at Prosper Portland	<ul style="list-style-type: none"> Attend monthly meetings 	<ul style="list-style-type: none"> Attend monthly meetings 			<ul style="list-style-type: none"> MM: Lead and coordinate monthly meetings
District meetings and events	<ul style="list-style-type: none"> Attend meetings as needed (Board, etc) Attend and market signature district events as needed Attend new events created to support businesses during the transit project construction 	<ul style="list-style-type: none"> Attend meetings as needed (Board, etc) Attend and market signature district events as needed Attend new events created to support businesses during the transit project construction 	<ul style="list-style-type: none"> Lead district meetings Identify new events that support businesses during transit the project construction Update Livelihood and APANO on district issues as necessary 	<ul style="list-style-type: none"> Attend district board meetings as needed to provide transit project updates Attend district run business owner meetings as needed 	<ul style="list-style-type: none"> DC: Attend meetings as needed DC: Attend district run business owner meetings as needed
Reporting	<ul style="list-style-type: none"> Submit quarterly reports 	<ul style="list-style-type: none"> Submit quarterly reports 			
Coordination meetings monthly/quarterly	<ul style="list-style-type: none"> Attend and contribute 				<ul style="list-style-type: none"> DC: Lead and Coordinate meetings <ul style="list-style-type: none"> Discuss ongoing biz needs Biz Seminar schedule Outreach plans

EXHIBIT B

Budget – FY 2019-2020

BUDGET SUMMARY			
	CDBG	General Fund	TOTAL
Program Activity Delivery			
Personnel	\$ 181,111.00	\$ 264,447.00	\$ 445,558.00
Participant Support Services	\$ -	\$ -	\$ -
Materials & Operating	\$ 7,000.00	\$ 28,602.00	\$ 35,602.00
Subtotal	\$ 188,111.00	\$ 293,049.00	\$ 481,160.00
Program Administration			
Personnel	\$ -	\$ 68,900.00	\$ 68,900.00
Indirect	\$ -	\$ 10,440.00	\$ 10,440.00
TOTAL Project Budget	\$ 188,111.00	\$ 372,389.00	\$ 560,500.00

Contract budgets by Fiscal Year

	BOP	Livelihood NW	Total
FY 18/19	\$381,202	\$0	\$381,202
FY 19/20	\$0	\$560,500	\$560,500
TOTAL	\$381,202	\$560,500	\$941,702

Note: in FY 17/18 and 18/19, Livelihood NW (formerly Business Outreach Program) was a program of the Portland State University which received the following funding for IBRN services:

	PSU BOP
FY 17/18	\$555,281
FY 18/19	\$186,798
TOTAL	\$742,079

CFDA # 14.218
FAIN # B-18-MC-41-0003
Prosper Portland Contract #9264-01

SUBRECIPIENT AGREEMENT
Inclusive Business Resource Network

This Subrecipient Agreement ("Agreement") is between Prosper Portland, assumed business name of Portland Development Commission, the urban renewal authority of the City of Portland, Oregon ("Prosper Portland") and the Business Outreach Program ("Subrecipient" or "BOP").

1. Effective and Termination Dates

This Agreement shall be effective as of July 1, 2018 and, unless otherwise amended or terminated, shall terminate on June 30, 2019. 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: Business Outreach Program
Address: 222 NW 5 th Avenue Portland, OR 97209	Address: PO Box 751 (SBA-KMC630J) Portland, OR 97207-0751
Phone: 503.823.6839	Phone: 503-725-9820
Email: mastermanm@prosperportland.us	Email: larad@pdx.edu
	EEO: Active
National Objective:	Business License: 1432213-98
Benefit to low income persons	DUNS #: 037170400
	Maximum Financial Assistance: Up to \$420,000, provided that the aggregate of payments between this Agreement and Contract #3760-07 (between Prosper Portland and Portland State University) shall not exceed a total of \$568,000
	Source of Funds: CDBG, General Fund, E-Zone, BPS (Metro)

3. Scope of Work

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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 quarterly, 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. For CDBG-funded activities, a final invoice due date will be provided by Prosper Portland by April 30, 2019. **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.

Notwithstanding the foregoing, Prosper Portland shall disburse a single upfront payment of up to \$100,000 to Subrecipient as soon as possible after Subrecipient provides an invoice for such payment, in a form approved by Prosper Portland. This single upfront disbursement shall be payable only from general funds, and may not be paid from CDBG funds.

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

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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. In the event of a conflict between the Terms and Conditions of the Subrecipient Agreement and these additional terms and conditions, a resolution shall be achieved in accordance with the following order of precedence: Subrecipient Agreement Terms and Conditions; Exhibit A Scopes of Work; Exhibit B Budget - FY 2018-2019; Exhibit C Section I Prosper Portland Terms and Conditions; Exhibit C Section II CDBG Terms and Conditions. No CDBG funds may be used to purchase food or beverages.”

7. Early Termination

Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. If Prosper Portland terminates this Agreement under this Section 7, 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

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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.

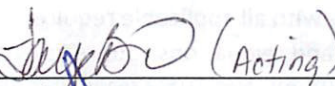
SUBRECIPIENT

By:  12/21/18
Authorized Signature Date

Lara Damon, Executive Director

Printed Name & Title

PROSPER PORTLAND

By:  (Acting) 12/26/18
Kimberly Branam, Executive Director Date

APPROVED AS TO FORM:


Prosper Portland Legal Counsel

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EXHIBIT A
SCOPES OF WORK
Inclusive Business Resource Network

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 Inclusive Business Resource Network (Network or IBRN), 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, 2018 – June 30, 2019

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)

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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	Anticipated Service Recipients: 40
	Location(s): Division-Midway Alliance (50% FTE), Rosewood Initiative (50% FTE)

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 Network aims to support growth-oriented businesses.

Priority Areas include:

- Cully Boulevard Alliance (NPI)
- Historic Parkrose NPI
- Our 42nd Avenue (NPI)
- Lents Town Center Urban Renewal Area & Foster Road subarea
- Division Midway Alliance (NPI)
- The Jade District (NPI)
- The Rosewood Initiative (NPI)
- Gateway Regional Center Urban Renewal Area

¹2018 MFI limits can be found at <https://www.portlandoregon.gov/phb/article/684577>

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- Interstate Corridor Urban Renewal Area & subareas: Alberta Main Street, St. Johns Center for Opportunity and Lombard Street
- East Portland (east of I-205)

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 Portland² (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 75% 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.

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)	75%
People of Color	At least 50%
Limited English Proficiency	10%
Located in a Priority Area	50%

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.

² Subrecipient must check address eligibility using map at <http://bit.ly/M6nyjQ>

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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	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, small group learning, 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).

For Rosewood Initiative and Division Midway Alliance, BOP has agreed to provide a combined six hours of light touch open advising hours a week. BOP will also hold Business Development Workshop Series (BDWS) in East Portland, as well as small group learning sessions, and will hold seats for 40 participants referred from Rosewood, DMA and APANO (and other Network partners as space allows) to attend. Participants will pay \$25 each as an engagement fee for BDWS enrollment.

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

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

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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. In addition to these monthly meetings, Prosper Portland will host 3 – 5 full day trainings and/or Network partner worksessions. 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.

Supplemental services such as legal support, bookkeeping training, business courses or other professional services may be available to clients for a reduced fee. These services are always changing and the network will be kept up to date on what services are available through a shared document on our Community of Practice Google Drive (<https://tinyurl.com/pdxbiznetwork>).

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?

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- 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.

E. Reporting

As part of the 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 a reporting document on the Community of Practice Google Drive. Narratives shall include, at a minimum, client or program successes and challenges. Photos highlighting clients and/or events are appreciated.

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. These forms may be maintained electronically.

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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

General Program Description:

Support existing businesses owned by people of color to develop a growth plan through a cohort-based and peer-to-peer programming.

Duration of Program: July 1, 2018 – June 30, 2019

2. PROGRAM SERVICES AND ACTIVITIES

A. Implement Cohort Program

Utilizing the Interise “Streetwise MBA” curriculum, along with other methods, Subrecipient will run two cohorts of no more than 15 businesses each. One cohort will be completed in FY 18/19 and another will begin in Spring 2019.

Eligible participants include existing businesses owned by people of color. Business owners need to have a current home or business address within the City of Portland. Exceptions may be made by the Prosper Portland Program Manager on a case by case basis for people who do not live or work in the city but do significant business in the city and have a valid city business registration. Priority will be given to applicants with a median family income at or below 120%. Ideally, participants have been in business for at least two years and have at least one employee in addition to the owner.

Subrecipient will manage the application process. Prosper Portland expects to be involved in the application and selection process. Recruitment should be completed in coordination with Prosper Portland and the Inclusive Business Resource Network.

Additional notes:

- Curriculum and material costs will be provided by Prosper Portland
- Staff working on this scope will be expected to participate in Interise training(s)

B. Additional Support

Subrecipient agrees to provide individualized one-on-one business consulting as necessary for up to 1 year after cohort start date. Cohort participants will also be supported through access to student consulting teams. Subrecipient will provide referrals to Network partners and other service providers as necessary.

3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

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Same as Scope A above. In addition, subrecipient will work with Prosper Portland and Network partners to identify prospective participants.

B. Network of Services

Same as Scope A above

C. Reporting

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

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EXHIBIT A (cont'd)
SCOPES OF WORK

SCOPE C – Business Support for Division Transit Project

1. OVERVIEW

General Program Description:

Provide support to businesses, particularly business owners of color, within the Division Transit Project Area, develop and conduct a business needs assessment, organize business-related events, coordinate with project partners and refer businesses to appropriate resources. This scope will be implemented in coordination with APANO. See roles and responsibilities matrix (Attachment A) for additional detail.

Project Area: SE Division bound by 82nd Avenue on the west and the Portland city limit on the east.

Duration of Program: July 1, 2018 – June 30, 2019

2. PROGRAM SERVICES AND ACTIVITIES

A. Needs Assessment and Light Touch Technical Assistance

Develop and conduct a business owner needs assessment. Provide light-touch business development services to businesses referred by APANO, TriMet, PBOT and Division-Midway. Work with APANO and other translation services to deliver in-language support as needed. Provide referrals to appropriate resources within and outside the Network.

B. Events

Organize and recruit (with support from APANO) for at least six business-related events (workshops, seminars and trainings). These tailored events will address business needs, market conditions, and transit construction impacts. Lease review and legal support has been identified as one area of interest for the community.

C. Coordination Among Project Partners

Subrecipient will maintain a collaborative relationship with all project partners including but not limited to: TriMet, PBOT, Jade District, Division-Midway Alliance, APANO, IBRN and Prosper Portland. BOP shall:

- Receive referrals for service
- Attend business owner meetings with TriMet staff as needed
- Participate in coordination meetings, district events and board meetings, transit project meetings
- Distribute transit project and district event information to business owners
- Development and implement business seminars and training in coordination with APANO
- Accompany APANO with selected outreach as needed

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3. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

APANO will lead outreach efforts for this scope.

B. Network of Services

Same as Scope A above

C. Reporting

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

Attachment A

Outer Division Transit Project – Business Technical Support Roles and Responsibilities					
	APANO (East Division Corridor & API citywide)	BOP (East Division Corridor & DMA focus)	NPI Districts Managers/Staff	TriMet	Prosper Portland
1:1 Advising, relationship building (non-transit related)	<ul style="list-style-type: none"> Outreach and light touch support to API community citywide 	<ul style="list-style-type: none"> Office hours and outreach in DMA 	<ul style="list-style-type: none"> Refers business owners to Network providers as needed Support business owners with district specific needs through business networking events, district events and district improvement projects 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Refers business owners to BOP or APANO biz advisors
Transit specific business outreach, meetings, 1:1 advising	<ul style="list-style-type: none"> Conduct business outreach efforts along east Division transit corridor and refer business owners to Network/BOP (LEAD) Provide light touch technical assistance to business as needed Provide API language support as needed Provide transit project updates and marketing collateral when appropriate Attend business owner meetings with TriMet Staff as needed (limited to direct impact) Attend transit project community meetings In coordination with TriMet, distribute information to businesses on business specific topics related to the transit project 	<ul style="list-style-type: none"> Conduct a business owner needs assessment (LEAD) Provide light touch business advising to clients including those referred by TriMet, APANO and DMA Provide Spanish language support as needed Attend business owner meetings with TriMet Staff as needed (limited to direct impact) Attend transit project community meetings In coordination with TriMet, distribute information to businesses on business specific topics related to the transit project 	<ul style="list-style-type: none"> Provide transit project marketing collateral to community Coordinate meetings with Jade or DMA business/property owners to discuss transit project as needed 	<ul style="list-style-type: none"> Partner coordination for transit project meetings (LEAD) Provide transit project marketing collateral for outreach efforts Coordinate meetings with business/property owners to discuss transit project (LEAD) 	<ul style="list-style-type: none"> Informational only

Attachment A

Cont'd	APANO (East Division Corridor & API citywide)	BOP (East Division Corridor & DMA focus)	NPI Districts Managers/Staff	TriMet	Prosper Portland
Transit specific business seminars & classes	<ul style="list-style-type: none"> Develop Transit Project related seminars in coordination with BOP Market and conduct biz seminars Provide API language support as needed 	<ul style="list-style-type: none"> Develop Transit Project related seminars in coordination with APANO (LEAD) Market and conduct biz seminars Provide Spanish language support as needed 	<ul style="list-style-type: none"> Provide business seminar topic recommendations Attend seminars planning mtgs with partners Market biz seminars to business owners in the district 	<ul style="list-style-type: none"> Provide transit related business seminar topic recommendations Market biz seminars/classes through outreach efforts 	<ul style="list-style-type: none"> Provide transit related business seminar topic recommendations
Network Meetings at Prosper Portland	<ul style="list-style-type: none"> Attend monthly meetings 	<ul style="list-style-type: none"> Attend monthly meetings 			<ul style="list-style-type: none"> MM: Lead and coordinate monthly meetings
District meetings and events	<ul style="list-style-type: none"> Attend meetings as needed (Board, etc) Attend and market signature district events as needed Attend new events created to support businesses during the transit project construction 	<ul style="list-style-type: none"> Attend meetings as needed (Board, etc) Attend and market signature district events as needed Attend new events created to support businesses during the transit project construction 	<ul style="list-style-type: none"> Lead district meetings Identify new events that support businesses during transit the project construction Update BOP and APANO on district issues as necessary 	<ul style="list-style-type: none"> Attend district board meetings as needed to provide transit project updates Attend district run business owner meetings as needed 	<ul style="list-style-type: none"> DC: Attend meetings as needed DC: Attend district run business owner meetings as needed
Reporting	<ul style="list-style-type: none"> Submit quarterly reports 	<ul style="list-style-type: none"> Submit quarterly reports 			
Coordination meetings monthly/quarterly	<ul style="list-style-type: none"> Attend and contribute 				<ul style="list-style-type: none"> DC: Lead and Coordinate meetings <ul style="list-style-type: none"> Discuss ongoing biz needs Biz Seminar schedule Outreach plans

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EXHIBIT B
Budget – FY 2018-2019

BUDGET SUMMARY				
	CDBG	General Fund	TOTAL	
Program Activity Delivery				
Personnel	\$ 193,489	\$ 295,830	\$	489,320
Participant Support Services	\$ -	\$ -	\$	-
Materials & Operating	\$ 8,510	\$ 9,867	\$	18,377
Subtotal	\$ 202,000	\$ 305,697	\$	507,697
Program Administration				
Personnel	\$ -	\$ 60,303	\$	60,303
Indirect	\$ -	\$ -	\$	-
TOTAL Project Budget	\$ 202,000	\$ 366,000	\$	568,000

**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 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 (10) ten 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 (10) ten-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 Contract 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 Contract. This duty shall survive the expiration or termination of this Contract.
- K. INSURANCE. Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Contract 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 Contract.

1. **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under this Contract shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under this Contract 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 Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to Prosper Portland. If the insurance is canceled or terminated prior to termination of the Contract, 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 Contract and shall be grounds for immediate termination of this Contract.
 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 Contract or the proceeds thereof. Prosper Portland officer or employee who selected Subrecipient, participated in the award of this Contract or managed this Contract shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Contract, 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 Contract 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 Contract or out of work performed under this Contract 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 Contract 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 Contract. 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 Contract 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 Contract 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 Contract 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 Contract. 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 Contract 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 Contract 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 Contract, 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 Contract. All activities, facilities and items utilized pursuant to this Contract 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 Contract.
- 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)

A. 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.

B. CDBG NATIONAL OBJECTIVE.

The City of Portland's Portland Housing Bureau (PHB) has certified the activities carried out under this Contract meets a CDBG Program National Objective defined in 24 CFR 570.208.

C. 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 remit all program income to Prosper Portland so that Prosper Portland is the recipient of the 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.

Without limiting the preceding paragraph in any way, to the extent any unused program income is in the Subrecipient's possession at the end of the contract period, it shall be returned to Prosper Portland immediately. Any interest from the U.S. Treasury is not program income and shall be remitted promptly to Prosper Portland.

D. EXPIRATION/REVERSION OF ASSETS.

For Community Development Block Grant-funded projects, the Subrecipient agrees that the required Reversion of Assets provision of 24 CFR 570.503 (b)(7) is incorporated herein.

The Subrecipient shall require that the Reversion of Assets provision referenced in 24 CFR 570.503(b)(7) 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 that they are in compliance.

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

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

- i. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq.), and implementing regulations in 24 CFR part 1.
- ii. Public Law 90-284, which is the Fair Housing Act ([42 U.S.C. 3601-3620](#)). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.
 1. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part [107](#), also apply.

- F. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT.

- (i) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- (ii) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

- G. RELOCATION, ACQUISITION AND DISPLACEMENT.

The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.

H. 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.

I. FLOODPLAIN MANAGEMENT.

24 CFR Part 55 The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

J. NATIONAL FLOOD INSURANCE PROGRAM. §570.605

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

K. LEAD-BASED PAINT.

The Subrecipient agrees that any construction, rehabilitation and maintenance of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

L. POLITICAL ACTIVITY.

The following activities may not be assisted with CDBG funds:

- (a) Political activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- (b) Certain activities may not be assisted with CDBG funds unless authorized under provisions of 24 CFR [§ 570.203](#) or as otherwise specifically noted herein or when carried out by an entity under the provisions of 24 CFR [§ 570.204](#). Subrecipient agrees that it will not use CDBG funds for ineligible purposes.

M. 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.

N. ENVIRONMENTAL REVIEW.

The City of Portland has met the requirements of the National Environmental Policy Act of 1959 under [24 CFR Part 58] for this contract.

O. HISTORIC PRESERVATION.

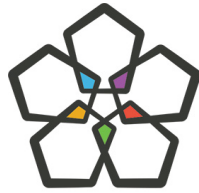
The Subrecipient acknowledges that it is obligated to comply with regulations of the Secretary of the Interior described in 42 U.S.C. 5320 as follows: "With respect to applications for assistance under section [5318](#) of Title 16 U.S.C., the Secretary of the Interior, after consulting with the Secretary, shall prescribe and implement regulations concerning projects funded under section [5318](#) of this title and their relationship with division A of subtitle III and chapter 3125 of title 54."

P. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

Subrecipient acknowledges that FFATA requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) numbers and register with the System for Award Management (SAM). To obtain a DUNS number, and to register with the SAM, see links below.

DUNS number registration information can be obtained at:
<https://www.dnb.com/duns-number.html>

Registration information for SAM can be found at:
<https://uscontractorregistration.com/register-renew/>



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7347

RESOLUTION TITLE:

AUTHORIZING THE FIRST AMENDMENT TO THE SUBRECIPIENT CONTRACT WITH LIVELIHOOD NW TO IMPLEMENT A PORTION OF THE INCLUSIVE BUSINESS RESOURCE NETWORK DURING FISCAL YEAR 2019-20


Adopted by the Prosper Portland Commission on November 13, 2019

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 type="checkbox"/>	Commissioner Alisha Moreland-Capua MD	<input 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 checked="" type="checkbox"/>	Commissioner William Myers	<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: November 20, 2019
Pam Feigenbutz, Recording Secretary	