

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7479

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
MULTNOMAH COUNTY FOR THE ADMINISTRATION OF THE
PROPERTYFIT PROGRAM**

WHEREAS, in support of City of Portland and Multnomah County Climate Action Goals, and pursuant to Oregon Revised Statutes (“ORS”) 223.680 and 223.685, Multnomah County (“County”) has established a program to facilitate the use of private capital to finance energy-efficiency, water conservation, renewable energy and seismic resiliency improvements to commercial, industrial and multifamily buildings throughout Multnomah County (“PropertyFit Program” or “PropertyFit”);

WHEREAS, on September 22, 2015, Prosper Portland and the County entered into an Intergovernmental Agreement whereby the Parties agreed that Prosper Portland would administer the PropertyFit Program on behalf of the County, which has been amended three times to respond to changes in the authorizing statutes, to expand and refine the scope of the PropertyFit program, and to extend the term of the 2015 IGA through March 22, 2023 (“2015 IGA”); and

WHEREAS, Multnomah County and Prosper Portland wish to continue their partnership in the delivery of the PropertyFit Program through a new, restated Intergovernmental Agreement (“IGA”).

NOW, THEREFORE, BE IT RESOLVED, that Prosper Portland Board of Commissioners authorizes the Executive Director to execute an IGA for the administration of the PropertyFit program in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the terms set forth in the IGA, if such changes do not materially increase Prosper Portland’s obligations or risks, as determined by the Executive Director in consultation with Prosper Portland’s General Counsel; and

BE IT FURTHER RESOLVED, that with the affirmative vote of no less than four commissioners for this resolution, this resolution shall become effective immediately upon its adoption, and otherwise it will take effect thirty days after adoption.

Adopted by the Prosper Portland Commission on

March 8, 2023



Pam Feigenbutz, Recording Secretary

INTERGOVERNMENTAL AGREEMENT

**Between Prosper Portland
and
Multnomah County
For the Administration of the PropertyFit Program in Multnomah County**

This Intergovernmental Agreement for the Administration of the PropertyFit Program (“Agreement”) is authorized by ORS 190.010 and is made and entered into as of _____, 2023 (the “Effective Date”), by and between Multnomah County, a political subdivision of the State of Oregon (the “County”), and Prosper Portland (formerly the Portland Development Commission), in its capacity as the economic development and urban renewal agency of the City of Portland (“Prosper Portland”). The County and Prosper Portland may be referred to jointly in this Agreement as the “Parties” and individually as a “Party.”

RECITALS

- A. Prosper Portland, as the economic development and urban renewal agency of the City of Portland, is granted broad powers to support economic development activities pursuant to Chapter 15 of the Portland City Charter.
- B. ORS 223.680 and 223.685 authorize the County to establish a program to assist owners of certain types of real property with the financing of utility improvements and seismic rehabilitation improvements, collectively, “Building Resiliency Improvements,” more specifically defined below.
- C. Pursuant to the County’s Resolutions No. 2015-097 and 2016-118, the County has established the PropertyFit Program, formerly known as the Commercial Property Assessed Clean Energy Program or CPACE, to support property owners in performing Building Resiliency Improvements to their property.
- D. The Parties originally entered into an Intergovernmental Agreement dated September 22, 2015 (the “Original IGA”), whereby the Parties agreed that Prosper Portland would administer the PropertyFit Program on behalf of the County and in accordance with applicable law.
- E. The Original IGA expires on March 22, 2023, and the Parties wish to enter into a new intergovernmental agreement restating their agreement for Prosper Portland’s continued administration of the PropertyFit program on behalf of the County.
- F. Upon the Effective Date, this Agreement will supersede and fully replace the Original IGA and all prior amendments to the Original IGA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. As used in the Agreement, the capitalized terms below are defined as follows:

- 1.1. “Acts” means ORS 223.680 and 223.685, as amended.
- 1.2. “Benefit Assessment Lien” means the special assessment lien levied against the Qualifying Real Property securing the PropertyFit Financing, pursuant to the Acts.
- 1.3. “Building Resiliency Improvements” means those certain utility and seismic rehabilitation improvements to the Qualifying Real Property that meet the requirements of the Acts and Program Guide.
- 1.4. “Certificate of Sale” means the certificate issued by the Multnomah County treasurer, pursuant to ORS 223.550 and Multnomah County Code Section 25.230.
- 1.5. “Capital Provider” means the entity that is providing financing under the PropertyFit Program.
- 1.6. “Capital Provider Agreement” means the agreement entered into by Capital Provider and the Program Administrator as part of the PropertyFit Financing transaction.
- 1.7. “Closing Documents” mean the Financing Agreement, the Capital Provider Agreement, the Property Owner Agreement, the Benefit Assessment Lien and any other agreements executed in connection with the PropertyFit Financing transaction.
- 1.8. “Financing Agreement” means the agreement entered into by the Capital Provider and the Property Owner as part of the PropertyFit Financing transaction.
- 1.9. “Program Administrator” means Prosper Portland, acting on behalf of the County as administrator of the PropertyFit Program under this Agreement.
- 1.10. “Program Guide” means the guide, published by and periodically updated by the Program Administrator with agreement of the County, that documents the statutory and program requirements to which PropertyFit Program participants must adhere. The current version of the Program Guide may be found at <http://www.propertyfitoregon.com/resources>.
- 1.11. “Property Owner” means the legal owner of title to the Qualifying Real Property.
- 1.12. “Property Owner Agreement” means the agreement entered into by the Program Administrator and the Property Owner agreeing to the terms of the PropertyFit Financing transaction.
- 1.13. “PropertyFit Financing” means the financing provided to the Property Owner by the Capital Provider to fund certain Building Resiliency Improvements on Qualifying Real Property as part of the PropertyFit Program.
- 1.14. “PropertyFit Program” means the program provided for under the Acts and established in the County’s Resolutions No. 2015-097 and 2016-118 for the financing and construction of Building Resiliency Improvements on Qualifying Real Property.

- 1.15. “Qualifying Real Property” and “Qualifying Real Properties” mean the real property, including multifamily residential dwellings with five or more units or commercial or industrial buildings, that qualifies to receive PropertyFit Financing for Building Resiliency Improvements under the PropertyFit Program and the Acts.
2. DESCRIPTION OF THE PROPERTYFIT PROGRAM. The PropertyFit Program provides an innovative financing structure that enables a Property Owner of Qualifying Real Property to obtain long-term financing for Building Resiliency Improvements to their property. These improvements provide public benefits that conserve energy and water, reduce greenhouse gas emissions, improve air quality, reduce energy costs and reduce life and safety risk in the event of an earthquake. They also foster economic growth, creating jobs and improving property values.

PropertyFit Financing is provided by private Capital Providers and secured with a Benefit Assessment Lien that has the same priority as a lien assessed for local improvements. The local improvement lien is an established mechanism used by municipalities for decades to finance projects that provide a public benefit such as street improvements, water, sewer, and street lighting.

3. TERM. The term of this Agreement shall begin on the Effective Date and end on the fifth anniversary of the Effective Date, unless otherwise terminated early in accordance with the terms of this Agreement. This Agreement may be renewed upon approval by both Parties as reflected in **Section 25**.
4. TERMINATION.
 - 4.1. This Agreement may be terminated by either Party upon 180 days written notice.
 - 4.2. Prior to termination as provided in **Section 4.1**, the Parties shall take steps necessary to ensure minimal interference with pending and fully funded PropertyFit-financed projects and execute all documents necessary to ensure that termination of this Agreement does not unreasonably disrupt the PropertyFit Program.
 - 4.3. Upon notice of intent to terminate under **Section 4.1**, Prosper Portland shall cease issuing new administrative approvals for PropertyFit Financing transactions and shall prepare the files and records of all pending and closed PropertyFit Financing transactions for transfer to the County or its designee. In preparing records, Prosper Portland shall include all information reviewed by the Program Administrator during the origination of the PropertyFit projects and payment histories, outstanding balances, and collection records, maintained by Prosper Portland in its role as Program Administrator.
 - 4.4. **Sections 8, , 11, 12, and 13** of will survive termination of this Agreement.
5. ADMINISTRATION OF THE PROPERTYFIT PROGRAM.
 - 5.1. For decisions regarding the administration of the PropertyFit Program or amendments to the Program Guide that require the consent of each Party:

- 5.1.1. Prosper Portland’s Board of Commissioners designates the Executive Director of Prosper Portland as the decision maker for Prosper Portland.
- 5.1.2. The Chair of the County designates the Director of the Office of Sustainability (“Sustainability Director”) as the decision maker for the County.
- 5.2. The Parties will allocate adequate staff resources to effectively and efficiently administer the PropertyFit Program.
- 5.3. Development of the Program Guide:
 - 5.3.1. Prosper Portland and the County have developed the Program Guide, which sets forth the guidelines and requirements for the administration of the PropertyFit Program. The current version of the Program Guide is attached to this Agreement as **Exhibit A**.
 - 5.3.2. Amendment of the Program Guide must be made in writing and agreed to by the persons identified in **Section 5.1**.
 - 5.3.3. For purposes of federal copyright law, Prosper Portland and the County are joint owners of the Program Guide and in all subsequent amendments.
- 5.4. Appointment and Delegation of Program Administration:
 - 5.4.1. Prosper Portland shall serve as the Program Administrator for the PropertyFit Program.
 - 5.4.2. The County delegates to Prosper Portland the authority to perform the following functions of a Program Administrator on behalf of the County, as specifically set forth in the Acts, including but not limited to executing all Closing Documents and such other documents required to be executed by the County under the PropertyFit Program:
 - 5.4.2.1. Evaluate and determine eligibility of Building Resiliency Improvements for participation in the PropertyFit Program consistent with the Acts and the requirements set forth in the Program Guide.
 - 5.4.2.2. Make exceptions to the requirements set forth in the Program Guide with the written consent of the Sustainability Director or the Sustainability Director’s designee.
 - 5.4.2.3. Impose requirements and conditions on PropertyFit Financings that are designed to ensure timely repayment.
 - 5.4.2.4. Verify that the Qualifying Real Property does not have delinquent property taxes owing.
 - 5.4.3. The County delegates to Prosper Portland the authority to develop a capitalization strategy for the PropertyFit Program which includes, but is not limited to, direct funding of PropertyFit Financing by private lenders.

- 5.4.4. Subject to the limitations included in **Section 6**, the delegation described in **Section 5.4** do not preclude the County from exercising the authority granted to it by the Acts independently from Prosper Portland.
- 5.4.5. Prosper Portland shall be responsible for meeting any performance standards jointly established by the Parties.
6. **EXCLUSIVITY.** The Parties agree that Prosper Portland shall be the exclusive Program Administrator of the PropertyFit Program on behalf of the County. If the County determines that there are markets that would be better served by another administrator, the Parties may negotiate for the removal of those markets from Prosper Portland’s duties as Program Administrator, in lieu of terminating this Agreement.
7. **ENFORCEMENT AND COLLECTION OF DELINQUENT LOANS.**
- 7.1. The Parties agree to employ the lien collection methods authorized in ORS 223.680(7)(c) and ORS 223.685(6)(c), as amended.
- 7.2. Once the Closing Documents of the PropertyFit Financing transaction have been executed by the Property Owner and Prosper Portland, Prosper Portland shall execute and record a Benefit Assessment Lien in the official records of Multnomah County, Oregon.
- 7.3. The Benefit Assessment Lien will be imposed at the time the PropertyFit Financing is closed. The initial Benefit Assessment Lien will be imposed based upon the estimated amount of the PropertyFit Financing. At the Capital Provider’s discretion and instruction, the Benefit Assessment Lien may be modified at the completion of construction to reflect the final amount of the PropertyFit Financing. The County delegates to Prosper Portland as Program Administrator the authority to:
- 7.3.1. Execute and record any Benefit Assessment Lien or modification related to the PropertyFit Financing;
- 7.3.2. Assign the payment stream secured by the Benefit Assessment Lien to the Capital Provider; and
- 7.3.3. Execute and record documents evidencing satisfaction of the Benefit Assessment Lien when the PropertyFit Financing is paid in full.
- 7.4. If a Property Owner becomes delinquent on the PropertyFit Financing, the Capital Provider may request that Prosper Portland enforce the Benefit Assessment Lien pursuant to ORS 223.505 to 223.650.
- 7.5. It is the intention of the Parties that any purchaser of the Qualifying Real Property through a foreclosure process on a Benefit Assessment Lien will be responsible for all fees, penalties and costs of collection and foreclosure incurred by the Parties.

- 7.6. Upon receipt of a complete enforcement request (including payment of any applicable foreclosure initiation fees) from a Capital Provider, Prosper Portland shall provide a written list of delinquent liens to the Deputy Director of the Multnomah County Division of Assessment, Taxation, and Recording (“DART”), the Multnomah County Chief Financial Officer (“CFO”), and the Sustainability Director.
- 7.7. The list of delinquent liens shall include the name of the Property Owner, the delinquent amount, the description of the Qualifying Real Property, the Benefit Assessment Lien recording number, and any other facts necessary to be given.
- 7.8. Upon receipt of the list of delinquent liens, DART shall confirm the liens are entered in the Multnomah County lien docket and shall provide written confirmation of same to Prosper Portland along with an accounting of the costs incurred, based on DART’s fee schedule, to confirm the list. Prosper Portland shall include those fees in the costs of sale it recovers as part of the foreclosure proceedings and shall remit those fees to DART upon collection.
- 7.9. Upon receipt of the confirmation from DART, Prosper Portland, on behalf of the County and the Capital Provider, shall proceed to collect the delinquent lien(s) as provided in ORS 223.505 to 223.650, and all other applicable statutes. Prosper Portland shall not foreclose or collect a delinquent lien by suit in equity under ORS 223.605 to 223.650, without prior written consent from the CFO and Sustainability Director.
- 7.10. Prosper Portland shall provide copies of all notices required in ORS 223.505 to 223.650 to DART, CFO, and Sustainability Director.
- 7.11. If the Qualifying Real Property is sold for cash at the foreclosure sale, the County shall remit the proceeds to Prosper Portland within five business days of receipt. Prosper Portland shall disburse the proceeds in accordance with ORS 223.525.
- 7.12. Pursuant to ORS 223.545, if no bid is received for the sale of the Qualifying Real Property, and upon written direction from the Capital Provider and Prosper Portland, the County, on behalf of the Capital Provider, may purchase the Qualifying Real Property by credit bidding the amount of the delinquent lien, interest, fees and the cost of advertising and sale.
 - 7.12.1. If the County, on behalf of the Capital Provider, purchases the Qualifying Real Property as provided in this **Section 7.11**, the Certificate of Sale shall be issued to the County, by and through Prosper Portland. Prosper Portland, on behalf of the County, shall immediately assign the Certificate of Sale to the Capital Provider until the Qualifying Real Property is redeemed, or the redemption period expires, whichever occurs first. Prosper Portland shall cause the assignment to the Capital Provider to be recorded in the official records of Multnomah County, Oregon.
 - 7.12.2. If the Certificate of Sale is assigned to the Capital Provider, the Capital Provider, at its own expense, will be responsible for protecting, preserving and maintaining the Qualifying Real Property during the redemption period.

- 7.12.3. It is the intention of the Parties that, after a foreclosure sale, neither the County or Prosper Portland will take possession of or be responsible for protecting, preserving and maintaining the Qualifying Real Property.
- 7.13. Prosper Portland shall carry out all redemption procedures as required by law. At Prosper Portland’s instruction and direction, the County will refund the purchase price to the foreclosure purchaser, except as provided below:
- 7.13.1. If the Qualifying Real Property is subsequently redeemed, and the foreclosure purchaser wants to be reimbursed for costs incurred to protect, preserve and maintain the Qualifying Real Property during the redemption period, the costs must have been preapproved, in writing, by Prosper Portland at its sole discretion. In no event is the foreclosure purchaser entitled to reimbursement of an amount greater than the 10% penalty paid by the redemptioner.
- 7.13.2. If the Qualifying Real Property is subsequently redeemed, at Prosper Portland’s direction, the County shall disburse all or part of the penalty paid by the person redeeming the Qualifying Real Property to the foreclosure purchaser as reimbursement for preapproved costs incurred in maintaining the Qualifying Real Property during the redemption period. Any penalty sums remaining after payment of these expenses will be retained by Prosper Portland.
- 7.14. After the expiration of the redemption period, if the Qualifying Real Property is not timely redeemed, the County delegates and authorizes Prosper Portland to execute and record a deed of conveyance to the purchaser. If the Qualifying Real Property was sold by credit bid to the County and the Certificate of Sale was subsequently assigned to the Capital Provider, Prosper Portland shall execute and record a deed of conveyance to the Capital Provider.
- 7.15. Within three days after the sale of the Qualifying Real Property, Prosper Portland shall update the delinquent list to include the sale information and provide the updated list to DART, CFO and Sustainability Director.
- 7.15.1. DART will make any necessary entries into the lien docket based upon the updated delinquent list.
8. RECORDS.
- 8.1. Prosper Portland shall keep proper books of account and records on all activities associated with Prosper Portland’s role as Program Administrator of the PropertyFit Program (“Records”). Prosper Portland shall maintain the Records in accordance with generally accepted accounting principles and shall retain the Records in accordance with the applicable public record retention schedules.
- 8.2. Each Party and its authorized representative(s) shall have access to the Records of the other that are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. Any examination and copying of Records shall be at the reviewing Party’s sole expense.

- 8.3. Access to Records is not limited to the required retention period(s). A Party and its authorized representative(s) shall have access to the Records at any reasonable time for as long as the Records are maintained.

9. REPORTING.

- 9.1. The Parties agree to meet on at least a quarterly basis to review the Program Administrator’s performance under the terms of this Agreement unless the meeting is waived by mutual agreement.
- 9.2. Prosper Portland shall provide an annual report to the County that includes: a summary of all new originations; collection, payoff, and foreclosure activities; and a general description of the types of eligible improvements financed in each PropertyFit Program project.
- 9.3. Prosper Portland shall produce periodic reports on program outcomes as requested by the governing bodies of Prosper Portland and the County.

10. ADMINISTRATIVE COST RECOVERY. As Program Administrator, Prosper Portland is authorized to establish a fee structure to recover its costs related to the development and on-going administration of the PropertyFit Program.

11. AUDITS.

- 11.1. The County, either directly or through a designated representative(s), may conduct financial and performance audits on Prosper Portland’s administration of the PropertyFit Program.
- 11.2. The County will provide Prosper Portland with 30 days notice of its intent to conduct an audit to enable Prosper Portland to assemble the necessary materials and schedule adequate staff resources to support the audit process.
- 11.3. Audits will be at the County’s sole expense. Prosper Portland shall correct any deviations discovered as a result of the audit.
- 11.4. In the event of an audit, Prosper Portland agrees to provide the designated auditor with reasonable access to Prosper Portland employees and make all such PropertyFit Program financial, performance and compliance Records available to the auditor.

12. REPRESENTATIONS AND WARRANTIES.

- 12.1. The County has full power, authority, and legal right to enter this Agreement and to incur and perform its obligations hereunder. The undertaking provided for under this Agreement constitutes an authorization by a public body under ORS 190.010, for a Party to perform one or more inherent governmental responsibilities of or for the other Party. As a result, the consent of the Board of County Commissioners is required for the County to sign the Agreement, and for any material modification or amendment to the Agreement, except as provided in **Section 25**.

- 12.2. Prosper Portland has full power, authority, and legal right to execute and deliver this Agreement and to incur and perform its obligations hereunder. The execution and performance of this Agreement by Prosper Portland has been duly authorized by all necessary action of Prosper Portland’s Board of Commissioners.

13. INDEMNIFICATION.

- 13.1. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless Prosper Portland from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this Agreement.
- 13.2. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Prosper Portland shall indemnify, defend and hold harmless the County from and against all liability, loss and costs arising out of or resulting from the acts of Prosper Portland, its officers, employees and agents in the performance of this Agreement.

14. RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.

- 14.1. If either Party commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and such breach or default continues for a period of 30 days after delivery by the other Party of written notice reasonably detailing such breach or default, then the non-breaching or non-defaulting Party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting Party.
 - 14.2. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.
 - 14.3. A Party’s failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
 - 14.4. All costs and expenses incurred in connection with the negotiation, preparation and enforcement of this Agreement, including, without limitation, all fees and expenses of attorneys shall be borne solely by the respective Party who incurred them, and the other Party shall have no liability in respect to such costs and expenses.
15. NOTICE. Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when actually delivered in person, (b) one business day after deposit with a commercial courier service for “next day” delivery, (c) two business days after having been deposited in the United States mail as certified or registered mail, or (d) when transmitted by electronic mail (receipt confirmed), addressed to the Parties as follows:

If to Prosper Portland:
Shelly Haack
PropertyFit Program Administrator
Prosper Portland
220 NW 2nd Ave, Suite 200
Portland, OR 97209
haacks@prosperportland.us
503-360-4555

If to the County:
John Wasitynski
Director, Office of Sustainability
Multnomah County
501 SE Hawthorne, Suite 600
Portland, OR 97214
john.wasitynski@multco.us
503- 988-3193

With a copy to:
Prosper Portland General Counsel
220 NW 2nd Ave, Suite 200
Portland, OR 97209
LegalNotice@ProsperPortland.us

16. ORDER OF PRECEDENCE. In the event of any inconsistent or incompatible provisions, the Oregon Revised Statutes shall take precedence, followed by the provisions of this Agreement, and then by the Program Guide.
17. ADHERENCE TO LAW. Each Party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
18. NON-DISCRIMINATION. Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Agreement made by reliable means is considered an original.
20. SUCCESSORS; NO ASSIGNMENT, THIRD-PARTY BENEFICIARIES. This Agreement binds each Party, its successors, assigns and legal representatives. No Party may voluntarily assign or transfer its obligations to any third-party. Nothing in this Agreement provides any benefit or right to any non-party unless such third-person is individually identified by name in this Agreement and expressly described as an “intended third-party beneficiary” of this Agreement.
21. SUBCONTRACTS. Neither Party will subcontract any part of this Agreement without the written consent of the other Party.
22. GOVERNING LAW, JURISDICTION, VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the Parties consent to the jurisdiction and venue of such courts.

23. VALIDITY; SEVERABILITY. If any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.
24. EXHIBITS. The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if it was fully set forth in the text of this Agreement.
25. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire Agreement between the Parties. The Agreement may only be amended or supplemented by a writing that is signed by a duly authorized representative of each Party, clearly recites the Parties’ understanding and intent to amend the Agreement, and clearly and with specificity describes the terms to be amended or supplemented. The County Chair and the Executive Director of the Prosper Portland and their respective designees are authorized to take all actions necessary to implement the terms of this Agreement and may approve amendments of this Agreement without further action by the Board of County Commissioners and the Prosper Portland Board of Commissioners, provided that such amendments to this Agreement do not materially increase the approving party’s obligations or risks, as determined by that party’s designated decision maker (i.e. County Chair or Prosper Portland Executive Director) in consultation with that party’s top legal officer (i.e. Multnomah County Attorney or Prosper Portland General Counsel).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROSPER PORTLAND

Approved as to form:

By: _____
Kimberly Branam
Executive Director

General Counsel

Date: _____

MULTNOMAH COUNTY

Approved as to form:

By: _____
Title: _____

Assistant County Attorney

Date: _____



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7479

RESOLUTION TITLE:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE ADMINISTRATION OF THE PROPERTYFIT PROGRAM

Adopted by the Prosper Portland Commission on March 8, 2023


PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Peter Platt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Sam Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consent Agenda Regular Agenda

CERTIFICATION

The undersigned hereby certifies that:

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

	Date: March 9, 2023
Pam Feigenbutz, Recording Secretary	