

**FISCAL YEAR 2025-26
INTERGOVERNMENTAL AGREEMENT
for Housing and Finance Services Between Prosper Portland
and Portland Housing Bureau
Intergovernmental Agreement No. 30009246**

This **INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is entered into as of the 1st day of July, 2025 (the “**Effective Date**”) by and between the City of Portland (the “**City**”), acting by and through its Portland Housing Bureau (“**PHB**”) and Prosper Portland, together referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

1. City Ordinance No. 184329 approved by the Portland City Council (“**Council**”) on December 15, 2010, charged PHB with developing Citywide housing policy and delivering programs that increase the supply of affordable housing.
2. Pursuant to Charter and ORS Chapter 457, Prosper Portland develops and implements economic and community development policies and programs that create economic growth and opportunity throughout Portland; Prosper Portland catalyzes residential, commercial, industrial and office development by leveraging public and private resources in furtherance of the City’s, Prosper Portland’s, and community-defined objectives.
3. As in prior intergovernmental agreements between the Parties, Prosper Portland and PHB desire to establish a framework to coordinate on housing rehabilitation, finance, and development projects that use tax increment financing revenue (“**TIF**”) in furtherance of the City’s Affordable Housing Set Aside Policy (the “**Set Aside Policy**”), as the same may be amended from time to time.
4. Additionally, to coordinate Prosper Portland’s economic development work with that of the Economic Opportunity Initiative (“**EOI**”) and best utilize the capabilities of the Parties, PHB desires to provide CDBG funds to Prosper Portland, as a subrecipient.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

I. PHB OBLIGATIONS

A. Affordable Housing Set-Aside Projects.

1. PHB is responsible for satisfying the requirements of the Set Aside Policy, and on the terms and conditions of Section V and Section VI, below, Prosper Portland will provide TIF to PHB to do so in the amounts set forth in Exhibit A. TIF that is provided by

Prosper Portland to PHB for housing projects in furtherance of the Set Aside Policy (each, an “**Affordable Housing Set-Aside Project**”) is referred to in this Agreement as “**TIF Set Aside.**”

2. PHB will select, plan and implement the Affordable Housing Set-Aside Projects, which must be consistent with and comply with adopted TIF plans, the Set Aside Policy, and applicable law, including ORS Chapter 457.

3. For each Affordable Housing Set-Aside Project, PHB will be responsible for all work necessary to develop, complete and administer the program, project, or activity, including but not limited to, outreach, planning, acquisition, disposition, relocation, negotiation and underwriting, preparing and executing the necessary documentation, and administering all related contracts and agreements, including disbursements, construction coordination and monitoring, compliance monitoring, environmental inspections, asset management (including but not limited to loan servicing and property management), accounting, reporting, and enforcement. Prosper Portland may assist with a portion of the foregoing work under the terms of this Agreement.

4. In implementing Affordable Housing Set-Aside Projects, PHB will employ its best efforts to meet or exceed the City’s goals and objectives for business and workforce equity and other City policies pertaining to fair contracting.

5. Quarterly, during the term of this Agreement, PHB will report to Prosper Portland on its spending of TIF for Affordable Housing Set-Aside Projects, including, without limitation, multi-year TIF investments, homebuyer and home repair programs, land banked properties, and other real estate holdings, by providing the following:

- a) Project Name
- b) Address
- c) Project Type
- d) Status i.e. Planning, Under Construction, Complete
- e) Start Date
- f) Completion Date
- g) TIF Investment
- h) Public Investment
- i) Total Project Costs
- j) Units by Affordability
- k) Spatial files

B. North/Northeast Community Development Initiative Homeowner Programs

1. PHB will implement Prosper Portland’s North/Northeast Community Development Initiative, *Strategy 3: Invest in New and Existing Homeowners*, in the Interstate Corridor TIF District (the “**Homeowner Programs**”), for the term of this Agreement for homeowners with incomes between 80 percent and 120 percent of Median Family Income (“**MFI**”). These Homeowner Programs, their proposed outcomes, and total budgets are listed below:

Strategy 3: Invest in New and Existing Homeowners

1. **Homeownership:** Expand the availability of PHB’s Down Payment Assistance Loan program to first-time homebuyers with incomes between 80% and 120% MFI. Provide 0% interest and zero payment loans up to \$150,000. 30-year loan, 50% forgivable after 15 years, 3% forgiven each subsequent year until year 30, balance forgiven.

2. **Home Repair Program:** Expand the availability of PHB’s Single Family Home Repair loan program to homeowners with incomes between 80% and 120% MFI. For critical repairs, provide 15-year forgivable loans, up to \$40,000 with 0% interest and no payments.

2. PHB will implement the Homeowner Programs using the funding set forth in the chart above over a five-year period, ending June 30, 2029.

3. Prosper Portland may adjust income guidelines designated in the chart above biannually, based on performance and work with N/NE Action Plan Leadership Committee, and the Parties will memorialize such adjustment in a written amendment to this Agreement.

4. Prosper Portland will assist in funding PHB staff time and administrative overhead for the Homeowner Programs from the Interstate Affordable Housing Set Aside budget for FY 2025-26, set forth in Exhibit A to this Agreement. Program delivery funds for the Homeowner Programs, in the chart above, are separate from and in addition to the Interstate Affordable Housing Set Aside funds set forth in Exhibit A. Each will be reimbursed to PHB in accordance with the payment procedures set forth in Section V and Section VI, below.

5. PHB will coordinate with Prosper Portland on any outreach efforts and advisory committee reporting for the Homeowner Programs.

6. If Prosper Portland determines that the Homeowner Programs are not performing, it may provide written notice to PHB to terminate the Homeowner Programs. Upon termination, PHB will assign any outstanding Homeowner Program loans to Prosper Portland, and Prosper Portland will have no further obligation to fund the Homeowner Programs.

C. Regulatory Compliance

1. PHB will monitor and enforce the income restrictions of restricted units for projects it undertakes (notwithstanding any involvement or funding by Prosper Portland). Details of the monitoring requirements, if any, will be captured in agreements specific to each project. A list of such projects is shown in Exhibit C.

2. For such monitoring and enforcement services, Prosper Portland will reimburse PHB up to \$5,000, pursuant to the payment procedures and requirements in Section V and Section VI, below.

II. PROSPER PORTLAND OBLIGATIONS

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

B. Lents Property Transfer. Pursuant to the Lents Five-Year Action Plan and Phase II of the Lents Town Center development, Prosper Portland will convey 0.59 acres of real property at 9330 WI/ SE HAROLD ST (R335748) within the Lents Town Center TIF District to the City.

C. TIF District Community Engagement and Action Planning. In accordance with the payment procedures set forth in Section V and Section VI, below, Prosper Portland and the Portland Housing Bureau will share the fees, costs, and expenses of community engagement related to the Cully TIF district as well as the three new Central City TIF districts (Central Eastside Corridor, Lloyd-Holladay, and Westside) and the three new East Portland TIF districts (82nd Avenue Area, East 205, and Sumner-Parkrose-Argay-Columbia Corridor), excluding personnel costs and overhead, according to the following formula: 55% non-TIF Set Aside funds and 45% TIF Set-Aside funds. These costs are for the following new TIF districts: 82nd Avenue Area, Central Eastside Corridor, Cully, East 205, Lloyd-Holladay, Sumner-Parkrose-Argay-Columbia Corridor and Westside.

D. Williams and Russell Environmental Remediation.

1. Prosper Portland will use up to \$2,000,000 in Interstate TIF Set-Aside Funds to pay the fees, costs, and expenses of environmental remediation that may be necessary or desirable for the affordable housing and homeownership components of the Williams and Russell project.

2. Prosper Portland will account for environmental remediation cost allocation on a square footage basis and record allocated costs to the affordable housing and homeownership parcels. Prosper Portland will report on costs incurred to PHB on at least a quarterly basis during the term and incorporate the costs into TIF Set-Aside projections it provides to PHB.

3. Upon completion of the Williams and Russell project, if total costs allocated to affordable housing and homeownership parcels are below \$2,000,000, then the balance of the remaining TIF Set-Aside funds will be incorporated into future TIF Set-Aside budgets for the Interstate TIF District.

E. Broadway Corridor / River District Affordable Housing

1. The Parties acknowledge and agree that the TIF Set-Aside amounts reflect a reduction in the River District TIF Set-Aside funds to be provided PHB by \$1,700,000 (the “**Reduced Set Aside Funds**”), in exchange for the allocation to PHB of \$1,700,000 in HUD program income from HUD EDI grant resources previously used as a HUD-108 loan loss

reserve. Prosper Portland will use the Reduced Set Aside Funds to support construction of NW Park-Johnson-Kearney street, sewer, water and stormwater improvements at the Broadway Corridor project.

III. JOINT OBLIGATIONS

A. Creation and Amendment of TIF Plans. PHB and Prosper Portland will coordinate and cooperate regarding creation and amendment of TIF plans as they relate to housing rehabilitation, finance and development. Prosper Portland will include PHB in its planning efforts with respect to the housing rehabilitation, finance and development aspects of TIF plans.

B. Creation and Amendment of Budgets for Affordable Housing. PHB and Prosper Portland will coordinate and cooperate regarding creation and amendment of annual budgets that specify the funding and housing forecasts for Affordable Housing Set-Aside Projects.

C. Designating a Lead Agency. For projects receiving TIF from Prosper Portland or PHB and that involve both residential and commercial uses, a lead agency will be designated for purposes of negotiating with the developer, coordinating with other project partners, and organizing public outreach, as guided by the following principles:

1. When a project is funded primarily by TIF Set Aside (and neither located on Prosper Portland-owned property nor financed with non-TIF Set Aside resources) then PHB will be the project lead; PHB will consult with Prosper Portland to determine policy objectives with regard to commercial uses in the specific geography.

2. When a project is funded primarily by non-TIF Set Aside (and neither located on PHB-owned property nor financed with TIF Set Aside resources) then Prosper Portland will be the project lead; Prosper Portland will consult with PHB to determine policy objectives with regard to residential uses in the specific geography.

3. When a project is jointly funded with TIF Set Aside and non-TIF Set Aside and is either a project that includes residential housing with fewer than all residential units made available at affordable rates (a “**Mixed-Income Project**”) or a project that includes both residential housing as well as commercial space (a “**Mixed-Use Project**”), then unless otherwise mutually agreed, the property owner will be the lead agency. If neither Prosper Portland nor PHB is the property owner, then the level of financing, long-term ownership interest (beyond lien or deed restriction), and other factors such as significant public or community goals related to the project will determine the lead agency role. “**Affordable**” means residential units affordable to 60% or lower Median Family Income.

D. Project Coordination and Processes for Mixed-Income, Mixed-Use Projects.

1. The lead agency/negotiator should be established as soon as the project scope is determined and no later than when project negotiations commence. The lead will be designated through a letter agreement between PHB and Prosper Portland, and memorialized when this Agreement is updated from time to time, as set forth in the chart in this Section III.D.

2. The lead agency will draft and share key project terms and timeline expectations with the other Party, including early coordination on both Parties’ underwriting processes. These key terms and schedule will be set forth in the letter agreement.

3. In the case of Requests for Proposals/Qualifications/Information or Notices of Funding Opportunity, the request/notice should be drafted by lead agency and reviewed by both Parties before release. A representative of the non-lead agency should participate on any selection committee.

4. Regular Prosper Portland/PHB leadership meetings will address the subject matter in this Section III. The meetings will focus on those projects reflecting joint funding and mixed-income, mixed-use qualities. The leadership meetings will be formatted to foster efficient, effective communication and coordination between the Parties. Issues, terms or comments that are deemed by one agency to be “key” or “critical” will be highlighted at this meeting or in writing to the other and elevated to management for attention.

5. Agreement on key terms (including implementation schedules and critical milestones) and any changes to those terms that impact the other Party’s investment or related programming will be reached between the Parties before either Party shares these key terms with external partners or before accepted by the lead agency.

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

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

Project	Property Owner	Primary Financier/ Long-term Owner	Lead
1. Broadway Corridor	Prosper Portland	Prosper Portland	<ul style="list-style-type: none"> • Prosper Portland on site preparation activities, including coordination with infrastructure bureau partners on infrastructure delivery and funding • Prosper Portland to transfer Parcel 4 pursuant to separate IGA with PHB dated 9/5/2023 • Pursuant to separate IGA dated 9/5/2023, PHB to lead negotiations with Home Forward/Urban League for redevelopment of 4A; Prosper Portland to provide site information and support as needed to PHB and development team.

Project	Property Owner	Primary Financer/ Long-term Owner	Lead
2. Williams & Russell	Other/ Private	To be determined by the Williams & Russell Community Development Corporation	<ul style="list-style-type: none"> • Prosper Portland for general project management coordination between CDC, PHB, Prosper and Legacy; and land and commercial development financial & technical support • Land transfer and environmental remediation to be agreed jointly between Prosper and PHB • PHB for affordable housing technical, predevelopment, and development support • Prosper Portland for Black Business Hub technical, predevelopment development support • PHB for the Down Payment Assistance Loan related to the affordable home ownership development
3. OMSI	Other/ Private	Prosper Portland	<ul style="list-style-type: none"> • Prosper Portland on negotiations with OMSI, development partner(s) and coordinating across Bureau partners on infrastructure projects and funding • PHB on affordable housing partnership opportunities, priorities and potential investment
4. N/NE Community Development Initiative	N/A	Prosper Portland	<ul style="list-style-type: none"> • Prosper Portland on funding investment and N/NE Leadership Committee coordination • PHB on administration of Down Payment and Home Repair Program to serve those with incomes between 80-120%
5. Gateway Action Plan Update Implementation	N/A	Prosper/PHB	<ul style="list-style-type: none"> • Prosper Portland on community engagement and non-residential implementation, including middle-income and market rate housing partnerships • PHB on affordable housing goals, priorities and set aside funding investments
6. North Macadam Implementation	N/A	Prosper/PHB	<ul style="list-style-type: none"> • Prosper Portland on community engagement and non-residential implementation, including OHSU, PSU and other large property owner partnerships • PHB on affordable housing goals, priorities and set aside funding investments

Project	Property Owner	Primary Financer/ Long-term Owner	Lead
7. Cully, East Portland and Central City TIF Plans, Community Engagement, and Action Planning	N/A	Prosper Portland	<ul style="list-style-type: none"> • Prosper Portland on legal and financial analysis, urban development & community economic development goals/priorities/funding/reporting, and related stakeholder and CLC engagement • PHB on affordable housing goals/priorities/funding/reporting and related stakeholder and CLC engagement
8. Transit Related Development Opportunities (e.g. SW Corridor, Montgomery Park)	N/A	PHB	<ul style="list-style-type: none"> • PHB on affordable housing land acquisition and funding • Prosper Portland on community economic development acquisition and funding

IV. CONTRACT MANAGEMENT

A. PROSPER PORTLAND

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

2. **Prosper Portland Contract Manager.** The Prosper Portland Contract Manager for this Agreement will be Tony Barnes (“**Prosper Portland Contract Manager**”). The Prosper Portland Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

3. **Prosper Portland EOI Contract Manager.** For purposes of EOI coordination, the Prosper Portland point of contact is Morgan Masterman for microenterprise and Amy Fleck-Rosete for workforce.

4. **Section III Coordination.** For purposes of coordination on joint projects under Section III, above, the Prosper Portland point of contact is Lisa Abuaf or her designee.)

B. PHB

1. **PHB Contract Signatory.** At the date of execution of this Agreement, the PHB Contract Signatory for this Agreement will be the Portland City Administrator (“**City Administrator**”), or such other person as designated in writing by the City Administrator (“**PHB Contract Signatory**”). The PHB Contract Signatory is authorized to give notices and to carry

out other PHB actions referred to herein, including termination of this Agreement as provided in Section VII.

2. **PHB Contract Manager.** The primary PHB Contract Manager for this Agreement will be Angel Landrón González, or such other person as designated in writing by the City Administrator (“**PHB Contract Manager**”). The PHB Contract Manager is responsible for the day-to-day management of this Agreement and serves as the second level of conflict resolution.

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

4. **Section III Coordination.** The PHB contact for coordination under Section III, above, will be the PHB Deputy Director, or such other person as designated in writing by the City Administrator of the Portland Housing Bureau (“**Section III Coordinator**”). The PHB Deputy Director will be included in all correspondence related to Affordable Housing Set-Aside Projects, Mixed-Use Projects and other housing activities under to this Agreement.

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

V. FUNDING/COMPENSATION/ALLOWABLE COSTS; PROSPER PORTLAND

A. **TIF Set Aside.** Subject to the terms and conditions of this Agreement, Prosper Portland agrees to transfer to PHB during fiscal year FY 2025-26 on a reimbursement basis for work performed under Section I.A, a sum not to exceed the amount set forth in Exhibit A (the “**Budget**” or the “**Funding**”). PHB will invoice Prosper Portland for the Central Eastside, River District, and South Park Blocks TIF districts in full according to the amounts in Exhibit A, so that the final amounts of TIF Set-Aside funds may be transferred to PHB before the districts are closed.

B. **Amending Exhibit A.** Prosper Portland Contract Signatory and the PHB Contract Signatory may modify the Budget, through a duly executed amendment to this Agreement, if sufficient funds have been appropriated for housing in Prosper Portland’s annual budget that allow increasing any such amounts payable by Prosper Portland under this Agreement and sufficient funds have been appropriated for PHB in the City of Portland’s annual budget to cover the costs of providing the services under this Agreement.

C. **Future TIF Set-Aside.** Prosper Portland staff will recommend that any Funding encumbered but not expended in FY 2025-26 be appropriated in subsequent Prosper Portland budgets, as reasonably necessary, to the extent funds are available, and to the extent consistent with Council’s housing policy, including the Set Aside Policy. Future funding from Prosper Portland for Affordable Housing Set Aside Projects is expected to comply with the Set Aside

Policy, though the actual amount appropriated from year to year may vary based on actual expenditures in prior years.

D. TIF-Allowable Uses. The Funding made available to PHB under this Agreement is comprised solely of TIF resources available to Prosper Portland under ORS Chapter 457. Accordingly, PHB’s expenditure of the Funding is subject to the limitations of, and must be consistent with, ORS Chapter 457. Prosper Portland will make the Funding available from the TIF districts as set forth in the Budget. TIF made available from a particular district may be utilized solely on Affordable Housing Set-Aside Projects in that district.

E. Program Income. “**Program Income**” means revenue generated by assets created or acquired, or activities financed with, TIF, or program income derived from a TIF district. Program Income generated from PHB’s expenditure of TIF resources (e.g., repayment of loan proceeds where the initial loan was funded by TIF resources; sale proceeds of real property initially purchased with TIF resources) may be used by PHB for any lawful purpose.

F. Reimbursable Costs. As further described in Section VI, below, PHB may seek reimbursement from Prosper Portland under this Agreement for the following costs reasonably incurred in performing activities falling within Section I.A. of this Agreement, within the line-item limits of the Budget and subject to the monetary and use limitations in this Section V:

1. Direct Costs.
 - a. Personnel Services. Reimbursement of direct salary and benefit costs paid to staff.
 - b. External Materials and Services. Reimbursement of actual costs for the purchase of materials, supplies and external services, including but not limited to, professional/technical/expert services, equipment, construction services, travel, training, and incidental expenses.
 - c. Capital and Financial Assistance. Reimbursement for disbursements made under loan, grant, or other financial assistance agreements, for acquisition of real property by PHB, and for environmental remediation of real property owned PHB, made pursuant to PHB and City policies, procedures, and guidelines.
2. Indirect Costs.
 - a. Personnel Services. Reimbursement of PHB administrative, planning, and policy unit indirect staff costs (charged to a TIF indirect staffing cost object, which is then allocated based upon direct staffing charges to Affordable Housing Set Aside Projects).
 - b. Support Costs. Reimbursement of support costs including space rental, City of Portland Bureau of Internal Business Systems charges, and other generally accepted fixed costs of doing business. These costs will be reimbursed in FY 2025-26 via an indirect cost charge of 94.45% against billed direct

personnel services costs of PHB staff in each TIF District. This rate is derived from PHB’s Indirect Cost Plan as managed by the City Budget Office.

VI. BILLING AND PAYMENT PROCEDURE

A. Affordable Housing Set Aside Projects.

1. PHB will submit to the Prosper Portland Contract Manager a monthly itemized billing for work performed as described in Section I.A. In order to receive timely reimbursement or payment, billings must be received no later than thirty (30) days following the close of a billing period. Interim billings may be submitted prior to the end of a billing period in order to manage cash flow at PHB.

2. Each billing must include a Billing Detail Report in a format created and/or approved by Prosper Portland. At a minimum, each billing will include the following information, by TIF district, for work performed during the billing period:

- a. description of the nature and cost of work accomplished;
- b. the names, rates and hours worked of personnel;
- c. disbursements to consultants, contractors and outside vendors for materials and services;
- d. disbursements under loan agreements, grant agreements and other financial assistance agreements and costs incurred for acquisition of real property or for environmental remediation of real property;
- e. certification, substantially in the form of Exhibit B attached hereto and incorporated herein by this reference, that the costs for which PHB is seeking reimbursement are eligible TIF costs under ORS Chapter 457; and
- f. a budget versus actual report for each PHB TIF Fund, including Affordable Housing Set Aside Project expenditures, as well as such other documents and information as Prosper Portland may reasonably request to meet its business needs, including, but not limited to, the need to document the uses of funds for bond issuance purposes.

3. Subject to the limitations of Section V, and with respect to each TIF district, Prosper Portland will reimburse the portion of the costs incurred by PHB in performing work under Section I.A. PHB may retain any Program Income that PHB generates in a TIF district. If billings are received with incomplete information or disputed items, Prosper Portland will advise PHB in writing what specific information is missing or disputed. Prosper Portland will proceed to process payment for items not in dispute. Prosper Portland will pay billings not in dispute within 30 days of receipt of the billing from PHB.

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

C. North/Northeast Community Development Initiative

1. PHB will bill Prosper Portland in a similar manner to Section VI.A, but separately from the regular Affordable Housing Set Aside billings.

2. PHB may provide the information required under Section I.A.5, above, with its billings.

D. Central City TIF District Tours

1. Prosper Portland will bill PHB for the central city TIF district tours. The cost of which is estimated not to exceed \$6,000.

VII. GENERAL

A. Termination.

1. **Termination Date.** This Agreement will terminate on June 30, 2026 (the “**Termination Date**”). The parties currently anticipate, however, that they will either enter into a new agreement on substantially similar terms and conditions or amend this Agreement to continue the services described in the Agreement during the next fiscal year (“**Subsequent Agreement**”).

2. **Early Termination of Agreement.** This Agreement may be terminated at any time by mutual written consent.

3. **Final Billings when there is Subsequent Agreement.** If the Parties have entered into a Subsequent Agreement to continue the services described in Section I.A, then work will continue under the Subsequent Agreement. PHB must submit a final billing request for work performed under this Agreement within sixty (60) days after the Termination Date, and Prosper Portland will reimburse PHB for eligible costs incurred through the Termination Date, in accordance with Section V and Section VI of this Agreement.

4. **Final Billings when there is Subsequent Agreement.** If the Parties have not entered into a Subsequent Agreement to continue the services described in this Agreement, then, on the Termination Date:

a. the work will cease promptly and PHB must submit a final billing request within sixty (60) days after the Termination Date;

b. Prosper Portland will reimburse eligible costs incurred through the Termination Date (but not after), and

c. PHB will take such actions and execute and deliver such documents as Prosper Portland may reasonably request to provide for an orderly transfer of the TIF work conducted by PHB under this Agreement back to Prosper Portland or to a third party agreed to by Prosper Portland and PHB.

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

1. All conflicts should first be discussed and resolved, if at all possible, by the Contract Managers specified in Section IV.

2. Any conflicts not resolved by the Contract Managers will be elevated to the Contract Signatories for discussion and resolution.

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

D. Indemnification. This Section VII.D survives termination of this Agreement.

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

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

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

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

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

G. Status Reports. PHB will submit data and information to Prosper Portland on its activities under this Agreement as Prosper Portland may reasonably request from time to time in order to prepare reports on the City's TIF activities. Prosper Portland will submit data and information to PHB on its activities under this Agreement, as PHB may reasonably request from time to time in order to monitor the delivery of services and the expenditure of funds budgeted for the services. This section survives termination of this Agreement.

H. Delivery / Maintenance of Records. Both parties will maintain records on a current basis to support billings for work performed under this Agreement. Such billing records will be retained as well as all other records related to performance of work done under this Agreement as long as necessary to satisfy records retention requirements and, in any event, until the later of (a) 3 years after the Termination Date, (b) the date that any dispute arising under this Agreement is resolved, or (c) the date that such records may be destroyed under applicable

records retention laws. Either party or its authorized representative will have the authority to inspect, audit and copy, on reasonable notice and from time to time, all such records to comply with audit requirements or meet other business needs. This section survives termination of this Agreement.

I. Amendments. In addition to the authority set forth in Section V.B, this Agreement may be amended in writing signed by the Contract Signatories.

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

CITY OF PORTLAND HOUSING BUREAU

**Michael
Jordan**

Digitally signed by
Michael Jordan
Date: 2025.12.02
16:36:08 -08:00'

Michael Jordan
City Administrator

December 2, 2025

Date

PROSPER PORTLAND



Cornell Wesley (Nov 20, 2025 13:35:59 EST)

Cornell Wesley
Executive Director

Nov 20, 2025

Date

APPROVED AS TO FORM:

Signed by:

Adrienne Dellotto

11/24/2025

D2ECEC02E121438...

Office of the City Attorney

APPROVED AS TO FORM:

David R. Koch

David R. Koch (Nov 20, 2025 08:57:05 PST)

Prosper Portland Legal Counsel

EXHIBIT A
to
Intergovernmental Agreement No.: 30009246
Between Prosper Portland
And
Portland Housing Bureau

TIF District	TIF Set-Aside Amount FY 25-26
Central Eastside	\$1,851,905
Gateway	5,051,831
Interstate	18,885,879 ¹
Interstate non-Set-Aside	704,915
Lents	1,478,952
North Macadam	14,545,617
Cully	838,664 ²
82 nd Avenue	317,104
Central Eastside Corridor	0
East 205	245,000
Lloyd-Holliday	0
SPACC (Sumner-Parkrose-Argay-Columbia Corridor)	0
Westside	0
Total	\$43,919,867

¹ Interstate amount reduced by \$2 million for Williams and Russell environmental work to be performed by Prosper Portland. Work performed by Prosper Portland will be counted towards set aside and reported to PHB. If less than \$2 million is required, balance will be added back to future TIF Set Aside resources.

² Cully District amount represents net billable after reducing \$56,250 for set aside dedicated towards community engagement work performed by Prosper Portland.

EXHIBIT B
To Intergovernmental Agreement No.: 30009246
Between Prosper Portland And
Portland Housing Bureau

FORM OF CERTIFICATION
Sample Invoice (on PHB Letterhead)

Contract #: _____ **Invoice Period:** _____ **Invoice #:** _____

Organization: Portland Housing Bureau	Total contract:
Mailing Address:	
Contact Name/Title: Angel Landron	
Phone/Fax:	

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

Total Amount Requested: _____ Total Balance: _____

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

PHB Director: Typed or Printed Name: _____
 PHB Director Signature: _____ Date Submitted: _____

City of Portland Legal Typed or Printed Name: _____
 City of Portland Legal Signature: _____ Date Submitted: _____

FOR OFFICE USE ONLY
 I have received this information and have forwarded the invoice for processing

Contract Manager _____ Date Sent to Accounting _____

Appendix A
to Intergovernmental Agreement No. 30009246
Between Prosper Portland
And Portland Housing Bureau

EOI Terms and Conditions

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

- DESCRIPTION OF SERVICES:** Prosper Portland will be referred to in this agreement as “Subrecipient” of CDBG funding to conduct Economic Opportunity Initiative programs as described in Part B. Subrecipient will provide the services included in Table A: Contracted Service Programs and described in Part B.
- COMPENSATION:** City will pay Subrecipient for provision of services, upon receipt of invoice documenting expenditures and a service report for each program identified in Table A. Total compensation under this IGA will not exceed **\$2,169,719**.
- REPORTING:** The reporting requirements are contained in Section V of Part B. All final invoices are due on or before 12:00 Noon, July 8, 2026. The final report is due July 30, 2026.

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Economic Opportunity Initiative:		CDBG	C
Microenterprise Development	\$517,709	CDBG	C
Adult and Youth Workforce Development	\$1,652,010	CDBG	C
TOTAL	\$2,169,719		

PART A:
GENERAL TERMS AND CONDITIONS

The following general terms and conditions (the “Terms and Conditions”) apply to all Portland Housing Bureau’s (“PHB’s”) Subrecipient Contracts (the “Contract”). In the event that the

Contract contains a provision that conflicts with a provision of the Terms and Conditions, the more restrictive provision will apply.

REPRESENTATIONS AND WARRANTIES

1. Subrecipient represents and warrants to PHB as follows:

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

AFFIRMATIVE COVENANTS

2. Subrecipient covenants and agrees as follows:

- A. **Performance of the Work.** Subrecipient will perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
- i. Contract Administration (24 CFR 570.502(b)). Subrecipient will comply with the applicable provisions of the Code of Federal Regulations, 2 CFR 200 as concerns contract administration (2 CFR Subparts A, B, and C), administrative processes (2 CFR 200 Subpart D), and cost principles (2 CFR Subpart E). All Subrecipients will remain compliant with audit principles outlined in 2 CFR 200 Subpart F;
 - ii. If Subrecipient is a 501(c)(3) organization, Subrecipient will maintain its nonprofit and tax exempt status during this Agreement. Subrecipient will be EEO certified by the City in order to be eligible to receive funds;
 - iii. DRUG-FREE WORKPLACE ACT OF 1998. Subrecipient will maintain a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1998 and in accordance with requirements of 2 CFR Part 24 Subpart F;
 - iv. Subrecipient will also comply with the provisions of 2 CFR 200.318(c), which require that a written Code of Standards of Conduct be maintained by the Subrecipient, as it relates to the performance of employees engaged in the award and administration of contracts.
- B. **Changes in Anticipated Services.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PHB's payment of funds may be terminated, suspended or reduced. Subrecipient will immediately refund to PHB any unexpended funds received by Subrecipient.
- C. **Non-Discrimination; Civil Rights.** During the term of the Contract, Subrecipient will comply with the following:
- i. The non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), the Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107);
 - ii. Prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8);

- iii. The equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60);
- iv. The equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights;
- v. The Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women in accordance with 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing five (5) or more assisted units.
- vi. The following provisions which must also be included in each subcontract, unless otherwise exempt:

Non-discrimination. Subrecipient, with regard to the work performed by it during the Contract, will comply with all applicable federal, state and City non-discrimination and civil rights laws. Subrecipient will not unlawfully discriminate on the basis of any protected class or characteristic including race, color, national origin (including limited English proficiency), sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, familial status, or source of income. This non-discrimination obligation is a material condition and applies to all aspects of the Subrecipient's operations including employment practices, selecting and retaining subcontractors, procuring materials, provision of services, and leasing equipment.

- 1) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier will be notified by Subrecipient of Subrecipient's obligations under the Contract and the Regulations relative to any protected class or characteristic including race, color, national origin (including limited English proficiency), sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, familial status, or source of income..
- 2) **Information and Reports.** Subrecipient will provide all information and reports required, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHB or any state or federal agency to be pertinent to ascertain compliance

with orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient will so certify to PHB or any state or federal agency as appropriate, and will set forth what efforts it has made to obtain the information.

- 3) **Records and Inspection**. Subrecipient will keep proper books of account and records on all activities associated with the Contract (collectively, the “Records”). Subrecipient will maintain the Records in accordance with generally accepted accounting principles and will retain the Records for (10) ten years after PHB makes final payments and all other pending matters are closed. Subrecipient will permit PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect, review and make excerpts and transcripts of the Records with respect to the receipt and disbursement of funds received hereunder. The authorized representatives will have access to the Records at any reasonable time for as long as the Records are maintained. This Section will survive the expiration of the term and any termination of the Contract and upon such termination Subrecipient will promptly transfer all Records to PHB.

- 4) **Audits**. PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, may at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of the Contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and provisions of 2 CFR 200, Subpart F.

- 5) **Political Activity**. Subrecipient will not permit any of the funds, materials, property or services provided under the Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.

- 6) **City Recognition**. Subrecipient will ensure recognition of the role of PHB in providing services through the Contract. All activities, facilities and items utilized pursuant to the Contract will be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under the Contract.

- 7) **Indemnification**. Subrecipient will hold harmless, defend, and indemnify PHB, the City of Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of the Contract. This duty will survive the expiration or termination of the Contract.
- 8) **Insurance**. Subrecipient will obtain and maintain in full force at its expense, throughout the term of the Contract and any extension periods, the required insurance identified below. PHB reserves the right to require additional insurance coverage as may be required by statutory changes during the term.
- a. **Workers' Compensation Insurance**. Subrecipient, its contractors and all employers working under the Contract will comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under the Contract will maintain coverage for all subject workers.
- b. **Commercial General Liability Insurance**: Subrecipient will have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
- c. **Automobile Liability Insurance**: Subrecipient will have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance will 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.
- 9) **Additional Insured**: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, will be without prejudice to coverage otherwise existing, and will name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage will be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance will protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth

elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

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

RIGHTS AND REMEDIES UPON EVENT OF DEFAULT; TERMINATION

3. Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter, PHB may, at its option, exercise any one or more of the following rights and remedies:
- A. **Termination for Cause.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may terminate the Contract for cause.
 - B. **Enforcement.** In the event that the Contract is terminated for cause, PHB may take one or more of the following actions:
 - i. **Repayment.** PHB may declare any funds disbursed to Subrecipient, to be immediately due and payable in full. To the extent that the Event of Default is in connection with the misuse of funds, PHB may declare any misused funds and to be immediately due and payable in full and, upon such declaration, Subrecipient will pay to PHB the amount declared to be immediately due and payable. In addition, Subrecipient will be required to provide all finished or unfinished documents, data, studies, and reports prepared by Subrecipient;
 - ii. **Termination of Funding Obligation.** PHB may terminate PHB's obligation to disburse additional funds to Subrecipient; and
 - iii. **Other Legal Remedies.** PHB will have any other right or remedy available at law, in equity, or otherwise in such order and manner as it may select.
 - C. **Completion of the Work.** In addition, if the Contract is terminated for cause, PHB may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then Subrecipient will pay to PHB the

amount of excess. Allowable costs will be determined in accordance with 2 CFR 200.339-343.

- D. **Termination for Convenience.** PHB may, in accordance with 2 CFR 200.243, terminate the Contract for convenience.

MISCELLANEOUS

4. **Subcontracting.** If Subrecipient utilizes contractors to complete its work under the Contract, in whole or in part, Subrecipient will require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Contract as specified herein. However, Subrecipient will remain obligated for full performance hereunder, and PHB will incur no obligation other than its obligations to Subrecipient hereunder.
5. If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.
6. **Independent Contractor Status.** Subrecipient, and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
7. **Conflict of Interest.** No City officer or employee, during his or her tenure or for two (2) year thereafter, will have any interest, direct or indirect, in the Contract or the proceeds thereof. Any City officer or employee that selected Subrecipient, participated in the award of the Contract or managed the Contract will not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Contract, unless a written waiver is obtained from the City.
8. **Amendment/Changes.** PHB or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Subrecipient's compensation, will be incorporated in written amendments to the Contract. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
9. **Copyright.** If the Contract results in any copyrightable material or inventions, PHB reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
10. **Modification; Prior Agreements; Headings.** The Contract may not be modified or amended except by an instrument in writing signed by the parties. The Contract reflects and sets forth the entire agreement and understanding of the parties with respect to the

subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in the Contract are for the purpose of reference only and will not limit or otherwise affect any of the terms hereof.

11. **Successors and Assigns.** Subrecipient may not assign the Contract, in whole or in part, without the prior written consent of PHB. The Contract will be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.
12. **Governing Law, Jurisdiction, Venue.** The Contract will be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding the Contract must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.
13. **Validity; Severability.** If any provision of the Contract is held to be invalid, such event will not affect, in any respect whatsoever, the validity of the remainder of the Contract, and the remainder will be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

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

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

GENERAL CONDITIONS

1. GENERAL COMPLIANCE

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

2. CDBG NATIONAL OBJECTIVE.

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

3. PROGRAM INCOME/PERSONAL PROPERTY.

For Community Development Block Grant-funded projects, the Subrecipient will comply with provisions of 24 CFR 570.503 and 570.504 regarding program income. The Subrecipient will

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

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

4. EXPIRATION/REVERSION OF ASSETS.

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

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

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

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

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

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

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

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

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

10. **NATIONAL FLOOD INSURANCE PROGRAM.** §570.605 Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under

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

11. **LEAD-BASED PAINT.** The Subrecipient agrees that any construction, rehabilitation and maintenance of residential structure with assistance provided under this contract will 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 will point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
12. **POLITICAL ACTIVITY.** The following activities may not be assisted with CDBG funds:
 - A. Political activities. CDBG funds will 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. Activities listed in [Section 570.207](#) may not be assisted with CDBG funds unless authorized under provisions of [§ 570.203](#) or as otherwise specifically noted herein or when carried out by an entity under the provisions of [§ 570.204](#).
13. **CHURCH/STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.
14. **ENVIRONMENTAL REVIEW.** The City has met the requirements of the National Environmental Policy Act of 1959 under 24 CFR Part 58 for this contract.
15. **HISTORIC PRESERVATION.** With respect to applications for assistance under section [5318](#) of this title, the Secretary of the Interior, after consulting with the Secretary, will prescribe and implement regulations concerning projects funded under section [5318](#) of this title and their relationship with
 - A. "An Act to establish a program for the preservation of additional historic properties throughout the Nation, and for other purposes", approved October 14, 1966, as amended [16 U.S.C. 470 et seq.], and

- B. "An Act to provide for the preservation of historical and archaeological data (including relics and specimens) which might otherwise be lost as a result of the construction of a dam", approved June 27, 1960, as amended 570.605 [16 U.S.C. 469 to 469c-1]

16. **THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).** Requires sub-recipients with federal award over \$25,000 to register at SAM.gov. Registration information for SAM.gov can be found at: <https://sam.gov/content/home>

**PART B:
ECONOMIC OPPORTUNITY INITIATIVE DESCRIPTION**

I. AUTHORITY

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

II. SCOPE OF SERVICES

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

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

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

The Subrecipient will operate and carry out the following activities:

- A. Oversight and management of all program activities, including outreach, planning, negotiating, preparing and administering all related contracts and agreements, disbursement of funds, accounting, reporting and compliance monitoring with subcontractor agencies.
 - B. Provide ongoing technical assistance on program issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit EOI program participants.
 - C. Subrecipient will subcontract directly for Microenterprise Development services. Typical services provided to business owners include: business service plan development and technical assistance and training in various areas including, but not limited to: licensing, financing and taxes, business plans, financial literacy, legal assistance, marketing, product development, production and management strategies.
 - D. Subrecipient will subcontract Adult Workforce Development and Youth Workforce Development services primarily through Worksystems, Inc., the region's local public workforce investment coordinator. Typical services will include:
 - a. Adult Workforce Development: Individual career plan development, work readiness training, job-specific training, work experience placement and support, job search assistance and placement, retention and advancement supports after job placement.
 - b. Youth Workforce Development: Individual career plan development, career exploration, work and college readiness training, work experience placement and support, post-secondary placement, navigation and support, job search assistance and placement, retention and advancement supports after job or post-secondary placement.
 - E. Subrecipient agrees to leverage other funding sources to complement the CDBG provided in this agreement in the following ways:
 - a. Use City General Funds for all administrative costs, utilizing CDBG for program costs only.
 - b. Use only certified Community Based Development Organizations (CBDOs) to provide Adult and Youth Workforce services.
- Anticipated subcontractors are listed in Attachment A.

IV. PERFORMANCE MEASURES

- A. The Subrecipient will track and report on the achievement of the following aspirational levels of service (outputs) during the period of this Contract:

1. 150 individuals will receive microenterprise services
 2. 550 individuals will receive adult workforce services
 3. 350 individuals will receive youth workforce services
- B. The Subrecipient will track and report on the achievement of the following annual outcomes for the period of this Contract:
1. Number of adult workforce participants placed in employment at exit.
 2. Number of youth workforce participants placed in employment or post-secondary education at exit.
 3. Businesses report they gained skills and felt supported.
- C. The above measures may be refined by the mutual consent of the PHB and Prosper Portland EOI Contract Managers in FY 2025-26. Such consent will be documented in writing and will not require a contract amendment.

V. REPORTING AND MONITORING

- A. All project setups and drawdowns will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Attachment B-1) and send it to PHB as soon as the contract is finalized. For amendments, the setup form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment, if applicable. PHB will return setups if there are problems to be corrected and will provide Subrecipient written verification of setup entries.
- B. Subrecipient will submit project close-outs for each EOI subcontractor using Attachment B-2. These forms will also be used to report mid-year data at the end of Quarter 2. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- C. Invoices may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Attachment C). May invoices are due **June 15, 2026**, unless otherwise communicated by PHB. The year-end invoice will be submitted by **12:00 Noon, July 6, 2026**, unless otherwise communicated by PHB. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient will submit outcome data as reasonably requested by PHB.
- E. On an as-needed basis, PHB may provide Subrecipient with monthly reports of all IDIS balances so that Subrecipient can reconcile the IDIS reports to project balances in Subrecipient's financial systems. If discrepancies are found, Subrecipient and PHB will work to determine the source of the discrepancy and

the required corrective action.

- F. Subrecipient will monitor its contracted subcontractors to ensure compliance with CDBG fund regulations. Subrecipient will maintain a document outlining monitoring procedures, including risk assessment and monitoring procedures, and share with PHB.
- G. PHB will provide Subrecipient with document templates and/or technical assistance in order to implement monitoring activities in compliance with CDBG regulations.

VI. COMPENSATION AND METHOD OF PAYMENT

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

- A. PHB will provide Subrecipient with CDBG funding for FY 2025-26 as described, and in the amounts specified, in this Agreement. Payment for the final month in any given quarter will be held unless and until the quarterly reports have been accepted for the prior quarter.
- B. PHB will pay all compensation to Subrecipient under this Agreement on an expense reimbursement basis for CDBG expenses identified in the Budget on Attachment A of this Appendix to the IGA, and reasonably incurred by Subrecipient in performing the work described in the Scope of Services. Requests for expense reimbursement will be submitted and processed as described in Section C below.
- C. Subrecipient will submit requests for expense reimbursement in the form of Attachment C attached hereto, to PHB on a regular basis for expenses accrued in the invoice period. If for some reason payment cannot be made due to errors or omissions, then PHB will request from Subrecipient a corrected billing within the 30-day period. The request for corrected billing will detail all deficiencies in the billing which have caused payment to be withheld.

VII. SURVIVAL OF CERTAIN PROVISIONS

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

ATTACHMENT A
Anticipated Microenterprise and Workforce Development Subcontractors

Subcontractor	Contract Administrator
<i>Microenterprise</i>	
Hacienda CDC	Prosper Portland
Hispanic Metropolitan Chamber	Prosper Portland
Livelihood NW	Prosper Portland
MESO	Prosper Portland
Neighborhood House	Prosper Portland
<i>Adult Workforce</i>	
Central City Concern	WSI
Our Just Future	WSI
IRCO – ISVT/VCM	WSI
SE Works-PICP/VCM	WSI
Trash for Peace	WSI
<i>Youth Workforce</i>	
IRCO	WSI
New Avenues for Youth	WSI
POIC	WSI
POIC WEX	WSI
Portland Youth Builders	WSI

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

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

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

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

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

Demographics

4a. Race and Origin (HUD)

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

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

*Total should add up to the total people served

4b. Income

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

*Total should add up to the total people served

4c. Other (Workforce Activities Only)

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

**ATTACHMENT C
SAMPLE INVOICE FORM**

Date: _____

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

Invoice No:
Remit to:
Prosper Portland
220 NW 2nd Ave., Suite 200
Portland OR 97209

Contract #:
Billing Period: _____

Community Development Block Grant

Budget Category	Contracted Budget	Amount this Bill	Amount Billed to Date	Balance
<i>Microenterprise</i>				
Microenterprise Subcontractor 1				
Microenterprise Subcontractor 2				
<i>Adult Workforce</i>				
Adult Workforce Subcontractor 1				
Adult Workforce Subcontractor 2				
<i>Youth Workforce</i>				
Youth Workforce Subcontractor 1				
Youth Workforce Subcontractor 2				
Total CDBG				

Prepared by: _____ (do not execute) _____
Print Name and Sign *Date*

Phone Number: 503.823.0137 Email: cohnc@prosperportland.us

Approved by: _____ (do not execute) _____
Print Name and Sign *Date*

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

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

PHB Prosper IGA FY25-26 2025.11.05

Final Audit Report

2025-11-20

Created:	2025-11-20
By:	Frederick Davis-Brown (davis-brownf@prosperportland.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADr1M0uHS86mxTUP0kSNM4CcRP27SQITu

"PHB Prosper IGA FY25-26 2025.11.05" History

 Document created by Frederick Davis-Brown (davis-brownf@prosperportland.us)
2025-11-20 - 0:39:10 AM GMT

 Document emailed to kochd@prosperportland.us for signature
2025-11-20 - 0:39:17 AM GMT

 Email viewed by kochd@prosperportland.us
2025-11-20 - 4:55:53 PM GMT

 Signer kochd@prosperportland.us entered name at signing as David R. Koch
2025-11-20 - 4:57:03 PM GMT

 Document e-signed by David R. Koch (kochd@prosperportland.us)
Signature Date: 2025-11-20 - 4:57:05 PM GMT - Time Source: server

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2025-11-20 - 4:57:06 PM GMT

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2025-11-20 - 6:35:19 PM GMT

 Signer wesleyc@prosperportland.us entered name at signing as Cornell Wesley
2025-11-20 - 6:35:57 PM GMT

 Document e-signed by Cornell Wesley (wesleyc@prosperportland.us)
Signature Date: 2025-11-20 - 6:35:59 PM GMT - Time Source: server

 Agreement completed.
2025-11-20 - 6:35:59 PM GMT

