

**CITY OF PORTLAND
CITY INTERGOVERNMENTAL AGREEMENT NO. 30007251
PROSPER PORTLAND INTERGOVERNMENTAL AGREEMENT NO. 1
AMENDMENT NO. ONE (1)**

**FOR ADMINISTRATION OF THE
COMMUNITY OPPORTUNITIES & ENHANCEMENTS PROGRAM**

This Amendment No. 1 (the "Amendment") to the Intergovernmental Agreement dated February 29, 2020, City of Portland Contract No. 30007251 (the "IGA") is made and entered into effective as of July 1, 2021 (the "Effective Date") by and among the City of Portland, through the Office of Management and Finance ("OMF"), Office of Equity and Human Rights ("OEHR") and Prosper Portland ("Prosper"). The term "City," as used in this Amendment, collectively refers to OMF, OEHR, and the City Attorney's Office. Capitalized terms used in this Amendment have the same meanings ascribed to those terms in the IGA.

Whereas the City established the Community Opportunities and Enhancements Program (the "COEP") to set aside one percent (1%) of certain costs from its public improvement contracts to support low-income, disadvantaged, minority and women workers in the construction trades and the development and growth of D/M/W/ESB/SDVBE firms; and

Whereas the City partnered with Prosper to administer and distribute the COEP funds per the terms of the IGA; and

Whereas after the initial term of the IGA, \$641,761 in non-Ratepayer sourced COEP Fee revenue funds are available to be distributed through June 30, 2022; and

Whereas the City and Prosper mutually desire to extend the term, change one of the main contacts, and make additional changes to the IGA;

Now therefore, the Parties agree to amend the IGA as follows:

- a. The Term and Termination section of the IGA is amended to extend the term for an additional twelve (12) months, from July 1, 2021 through June 30, 2022 (the "Extension Period").
- b. The Parties section of the IGA is amended as follows:
 - Change the Main Contact for OMF from "Cathy Sherick" to "The Chief Procurement Officer."
 - Change Prosper's address to 220 NW 2nd Ave., Suite 200, Portland, OR 97209.
- c. The following additional changes to the IGA are hereby made. Additions are noted in italic and bold. Deletions are noted in strikethrough.

ARTICLE 2 PROSPER RESPONSIBILITIES - Section II. Reporting on Grant Program Administration is amended and restated in its entirety to read:

Prosper will provide a report, due February 1, 2022 which will include program

outcomes, successes, challenges and lessons learned from the work performed under this Agreement for the period from July 1, 2020 through December 31, 2021, and recommendations on implementation and administration of the COEP. In addition, an outputs report will be provided to the City four weeks after the end of Fiscal Year 2020/2021 and twice per year during the Extension Period (four weeks after the end of the second and fourth quarters), which shall include program outputs including number of participants served, demographics, and a summary of services provided. Prosper shall meet with the City to discuss the findings in its report.

ARTICLE 2 PROSPER RESPONSIBILITIES - Section V. Administrative Compensation and Cost Reimbursement, paragraphs V.A and V.B shall be amended to read:

V.A Prosper will receive a fixed amount of \$150,000 for its services during the **initial** term of this Agreement, **and up to \$85,000 for the extended Term through June 30, 2022, but only if and to the extent additional funds become available for the extended Term.** This amount will be paid as invoiced during the initial term, **and any subsequent extensions** of this Agreement. To the extent the parties mutually agree to extend this Agreement, the parties will discuss in good faith whether this amount should be revised and will evaluate the actual administrative staff time and costs of Prosper Portland in connection with Phase 1 (including time and costs prior to the Effective Date of this Agreement) in engaging in this discussion.

V.B Prosper's disbursements to grant recipients **through June 30, 2021 have been** reimbursed by OMF **exclusively** out of available Pilot Project Funds. **Prosper's disbursements to grant recipients on and after July 1, 2021 will be reimbursed by OMF out of funds added by the First Amendment to this Agreement effective as of July 1, 2021 as well as any remaining Pilot Project Funds.**

- d. OMF and OEHR acknowledge and agree that Prosper is not required to undertake a new competitive solicitation or RFP for existing grantees associated with COEP-related services during the Extension Period, but rather may extend the agreements of such grantees during such period if it elects to do so.
- e. Prosper's notice address in Article 3, Section VI is changed to 220 NW 2nd Ave., Suite 200, Portland, OR 97209, Attn.: Morgan Masterman.
- f. All other terms and conditions remain in full force and effect.

This IGA amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same IGA amendment.

The parties agree the City and Prosper may conduct this transaction by electronic means, including the use of electronic signatures.

[Signature Page Follows]

Executed by the authorized signatories below, to be effective as of the Effective Date.

**City of Portland,
Office of Management & Finance**

Prosper Portland

By _____
Tom Rinehart, Chief Administrative Officer
Date: _____, 2021

By _____
Kimberly Branam, Executive Director
Date: _____, 2021

**City of Portland,
Office of Equity and Human Rights**

By _____
Markisha Webster, Director
Date: _____, 2021

Approved as to Form

Approved as to Form

City Attorney

Prosper Portland Legal Counsel