

## PUBLIC NOTICE:



Home Forward  
BOARD OF COMMISSIONERS  
will meet on  
Tuesday, January 21, 2025  
At 5:30 pm  
Zoom Link Here:

[https://homeforward.zoom.us/j/86019928220?pwd=UI2qFCITkVP  
EuPxovQUUYFbNNzf8ND.1](https://homeforward.zoom.us/j/86019928220?pwd=UI2qFCITkVP<br/>EuPxovQUUYFbNNzf8ND.1)



**MEMORANDUM**

To: Community Partners

Date: January 15, 2025

From: Ivory N. Mathews, Chief Executive Officer

Subject: Home Forward Board of Commissioners January Meeting

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The Board of Commissioners of Home Forward will meet on Tuesday, January 15 at 5:30 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link:

<https://homeforward.zoom.us/j/86019928220?pwd=UI2qFCITkVPEuPxovQUUYFbNNzf8ND.1>

The commission meeting is open to the public.

# AGENDA



**BOARD OF COMMISSIONERS MEETING**

HOME FORWARD  
135 SW ASH STREET  
PORTLAND, OREGON  
VIA ZOOM

<https://homeforward.zoom.us/j/86019928220?pwd=UI2qFCITkVPEuPxovQUUYFbNNzf8ND.>

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JANUARY 21, 2025, 5:30 PM

**AGENDA**

**INTRODUCTION AND WELCOME**

**PUBLIC COMMENT**

General comments not pertaining to specific resolutions. Any public comment regarding a specific resolution will be heard when the resolution is considered.

**MEETING MINUTES**

Topic
Minutes of December 17, 2024 Board of Commissioners Virtual Meeting

**REPORTS AND RESOLUTIONS**

Following Reports and Resolutions:			
25-01	Topic	Presenter/POC	Phone #
01	Authorize Co-General Partner Ownership Structure with Urban League of Portland for the Development of Broadway Corridor	Amanda Saul	503.802.8552
02	Authorize AFSCME Collective Bargaining Agreement – Ratification for 2024-2026	Aimee Smith	503.802.8529

**THE NEXT MEETING OF THE BOARD OF COMMISSIONERS**

Home Forward will continue to conduct board-related business as it is currently scheduled but will update the public on the venue or forum by which it occurs if the situation changes.

The Board Work Sessions are quarterly with the next meeting on Thursday, February 6, 2025 at Noon. The next Board of Commissioners meeting will be Tuesday, February 18, 2025 at 5:30 PM.

### **EXECUTIVE SESSION**

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2). Only representatives of the news media and designated staff are allowed to attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the session. No final decision will be made in the session.

### **ADJOURN**

# MINUTES



BOARD OF COMMISSIONERS MONTHLY MEETING  
HOME FORWARD  
HELD VIRTUALLY  
135 SW Ash Street Portland, OR 97204  
December 17, 2024

**COMMISSIONERS PRESENT**

Chair Matthew Gebhardt, Vice Chair Jenny Kim, Treasurer Jessy Ledesma,  
Commissioners Shannon Olive, Breann Preston

**STAFF PRESENT**

Elise Anderson, April Berg, Martha Calhoun, Ian Davie, Robert Dell, Christina Dirks, Dena Ford-Avery, Juli Garvey, Carolina Gomez, Biljana Jesic, Jeff Klatke, Ivory Mathews, Kitty Miller, Jimmy Rattanasouk, Brian Rutzen, Kandy Sage, Amanda Saul, Shannon Schmidt, Kellie Shaw, Ian Slingerland, Aimee Smith, Celia Strauss, Jonathan Trutt, Linda Uppinghouse, Terren Wing

**LEGAL COUNSEL**

Sarah Stauffer Curtiss

Chair Matthew Gebhardt convened the meeting of the Board of Commissioners at 5:33.

Chair Gebhardt reported that this was not an election year for board officers and no board action was required. He informed the commissioners that the role of Treasurer, held by Chair Emeritus Damien Hall has been filled by Commissioner Jessy Ledesma. Chair Gebhardt thanked Treasurer Ledesma for taking this on. Treasurer Ledesma said it was an honor. She had an opportunity to participate in the recent Audit and Finance Committee meeting and feels the role of treasurer is a good fit.

**MEETING MINUTES**

**Minutes of the November 19, 2024 Board of Commissioners Work Session**

Chair Matthew Gebhardt requested a motion authorizing approval of the minutes for the November 19, 2024 Board of Commissioners Virtual Meeting.

There being no discussion, Commissioner Breann Preston moved to approve the meeting minutes. Treasurer Jessy Ledesma seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye  
Vice Chair Jenny Kim—Aye  
Treasurer Jessy Ledesma—Aye  
Commissioner Shannon Olive—Aye  
Commissioner Breann Preston—Aye

### CONSENT CALENDAR

**Resolution 24-12-01 Authorize Design-Build Services Contract for 85 Stories Group 8 – Holgate House and Ruth Haefner Plaza**

**Resolution 24-12-02 Authorize Construction Contract Authority Increase for Celilo Court**

There being no discussion, Vice Chair Jenny Kim moved to approve Resolution 24-12-01 and Resolution 24-12-02. Treasurer Jessy Ledesma seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye  
Vice Chair Jenny Kim—Aye  
Treasurer Jessy Ledesma—Aye  
Commissioner Shannon Olive—Aye  
Commissioner Breann Preston—Aye

### RESOLUTIONS

**Resolution 24-12-03 Authorize Purchase of the Cesar Apartments**

Development Director Jonathan Trutt presented the resolution saying this was reviewed with the Executive Committee and vetted multiple times with READ. Trutt explained the competition for low-income housing tax credits, the state’s affordable housing funding and movement within the real estate market making the purchase less expensive than building from scratch.

Trutt described the property located at 1604 SE Cesar Chavez Boulevard. Through a team effort we plan to convert the building to Permanent Supportive Housing. This will be like the Bud Clark Commons and the Hattie Redmond. Adding the property will be managed



by Home Forward. Trutt walked through the funding sources. Households will have the opportunity to stay or opt to relocate with financial assistance. Units will convert to PSH as they are vacated and new leases from referrals through the Joint Office of Homeless Services.

Commissioner Breann Preston congratulated the innovative idea and thinking outside the box. Commissioner Shannon Olive agreed and happy to see this reinforces the organizational values. Chair Matthew Gebhardt echoed the commissioner's comments and commended the many teams across the agency for their efforts.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 24-12-03. Treasurer Jessy Ledesma moved to adopt Resolutions 24-12-03. Commissioner Breann Preston seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye  
Vice Chair Jenny Kim—Aye  
Treasurer Jessy Ledesma—Aye  
Commissioner Shannon Olive—Aye  
Commissioner Breann Preston—Aye

#### **Resolution 24-12-04 Authorize Fiscal Year 2025 Budget**

Chief Financial Officer Kandy Sage presented the resolution and introduced Brian Rutzen, Financial Analyst and Reporting Manager. Sage walked through the legal entity structure, describing the blended and discretely presented component units. She provided an overview of the budget principles, saying that a 10- and 20-year review of previous budgets help with budget estimates. In the key activities there is an increase in households served. The Housing Choice Voucher program will implement a new payment standard, and we are budgeting for anticipated wages to increase. Sage identified occupancy levels, vouchers administered and anticipated developer fees.

Rutzen reviewed the staff levels and the main revenue drivers. In the financial highlights he walked through the operating revenue and major components of estimated revenue, along with annual operating expenses. The projections for the subsidy proration trends were reviewed. Rutzen noted an increase in metro area rents and a cumulative change in housing choice voucher funding. In anticipation of a federal funding deficit, he talked about the WSU market rate rent study survey results and that HUD will accept survey results over a three-year period. Noting this is an important number in our MTW reporting.

Rutzen’s graphics showed estimated households served, subsidy proration trends and a cumulative change in the HCV program funding versus cumulative change in area rents.

The funding flow considers all the operating groups and departments comprising the agency’s budget. Rutzen walked through the chart, highlighted how developer fees work and reviewed the purposes of net reserves. In closing, CFO Sage walked through the risks and opportunities breaking down standard and other risks and opportunities.

Chair Matthew Gebhardt thanked Sage, Rutzen and the analyst team for their hard work to achieve this realistic look. You have taken complicated ideas and laid them out in an understanding way.

Commissioner Breann Preston asked if there is optimism at the state and federal levels. Sage suggested Policy and Planning Director Christina Dirks respond. In reviewing the Governor’s budget, we are hopeful for existing programing and production. Dirks said there are some gaps on preservation, but we are hopeful and staying involved. From a Federal standpoint, Sage said we will continue to keep a close eye on this.

Treasurer Jessy Ledesma thanked the entire team and appreciated what she heard at the recent Audit & Finance Committee meeting. Rutzen responded to Ledesma’s question on portability and billing arrangements between the two housing authorities. Sage responded to operating groups and overhead costs, describing ineligible expenses that cannot be paid with federal funds. Ledesma acknowledged an impressive 98% occupancy.

In appreciation, CFO Sage recognized the operational groups who prepare their own budgets working directly with the analysts.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 24-12-04. Commissioner Breann Preston moved to adopt Resolution 24-12-04. Vice Chair Jenny Kim seconded the motion.

The vote was as follows:

- Chair Matthew Gebhardt—Aye
- Vice Chair Jenny Kim—Aye
- Treasurer Jessy Ledesma—Aye
- Commissioner Shannon Olive—Aye
- Commissioner Breann Preston—Aye

## Resolution 24-12-05 Authorize Home Forward to Enter into Agreements for Insurance Services Beginning January 1, 2025

Kandy Sage, Chief Financial Officer presented the resolution and introduced Jeff Klatke, Treasury and Risk Manager. Along with Klatke's counterpart Bernie Baker, they work closely with Marsh. Sage apologized for providing late information, but there is good news the numbers are not estimates as in previous years. She provided a graphic of the property program renewal for 2025. Providing an overview, third-party premiums will increase by 11.9% from fiscal year 2024. Sage provided some of the factors for the increase: a substantial event resulting from the winter storm and significant claims; continued reduction in the number of insurance providers worldwide, as well as seeing some of our providers exiting the market. Our insurance captive actuarial reports are still being reviewed but anticipate remaining flat. Sage noted that the captive did pay out from the winter storm, and we are anticipating FEMA funds at 75%.

Sage reported that our property coverage remains at a limit of \$100 million. Our insurance captive continues to provide the first \$2 million layer for property coverage with the rest of the coverage up to \$100 million level by Travelers Excess and Surplus Lines Company. Sage reviewed the lines of coverage at the property level, liability coverage for earthquake, flood and terrorism. Our total annual costs for property covered will be \$2.5 million, which is an increase of \$430,000. At a 20.3% increase, although high, we are in a better position than our peers.

For the casualty, financial and professional coverage Home Forward uses several providers, and Sage reviewed the providers and coverage shown in a graphic. She noted that we have three new carriers that will provide a stacked policy for our \$10 million excess liability. Klatke added that excess liability is required by some of our vendors and the three escalating levels of coverage. We continue to find new opportunities to manage this coverage. Sage reported our cyber coverage is good given the current environment and the importance of coverage.

Commissioner Breann Preston asked if we anticipate increases to continue which Sage affirmed. We will continue to build our captive and be mindful of a potential significant event tapping those resources. Klatke said we continue to work with our lenders to find ways to limit the coverage requirements. Another area we are looking at is our property coverage which the captive buffers and increasing the captive could eventually limit outside coverage. This could take time due to the massive losses last year but are hopeful for an eventual shift.

In meeting with HUD staff, Chief Executive Officer Ivory Mathews said they are meeting directly with insurance companies regarding their underwriting practices. Our policy team is involved, and we hope to move the needle. Chair Gebhardt is excited about the future and an opportunity to rebuild the captive. Thank you for the work on the FEMA application along with all the hard work by staff and Marsh.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 24-12-05. Treasurer Jessy Ledesma moved to adopt Resolutions 24-12-05. Vice Chair Jenny Kim seconded the motion.

**The vote was as follows:**

**Chair Matthew Gebhardt—Aye**  
**Vice Chair Jenny Kim—Aye**  
**Treasurer Jessy Ledesma—Aye**  
**Commissioner Shannon Olive—Aye**  
**Commissioner Breann Preston—Aye**

#### **Resolution 24-12-06 Recognize Dena Ford-Avery**

Chief Operating Officer Ian Davie read the resolution in recognition of Dena Ford-Avery, Director Housing Choice Vouchers Program. Following the resolution, Ford-Avery said her emotions were all over the place and appreciated the kind words. Her time with Home Forward reflected more than half her life. She said everyone she has worked with, housed, has not been a job but at the heart of who she is. How her parents raised her, a middle child of six, is the person she is today. She will miss everyone, is excited to retire, but not sure what will be next.

Chair Gebhardt said there is a lot of love in the chat and expressed his appreciation for all Ford-Avery has done. It is bittersweet. As noted in the resolution, your impact on the community and staff and the loss of institutional knowledge are trademarks of who you are and what you've accomplished. Enjoy a long and happy retirement, all well deserved and will look forward to seeing you in the community.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 24-12-06. Vice Chair Jenny Kim moved to adopt Resolutions 24-12-06. Commissioner Breann Preston seconded the motion.

**The vote was as follows:**

**Chair Matthew Gebhardt—Aye**

Vice Chair Jenny Kim—Aye  
Treasurer Jessy Ledesma—Aye  
Commissioner Shannon Olive—Aye  
Commissioner Breann Preston—Aye

There being no further business, Chair Matthew Gebhardt adjourned the meeting at 7:06 PM.

Celia M. Strauss  
Recorder, on behalf of  
Ivory N. Mathews, Secretary

ADOPTED: JANUARY 21, 2025

Attest:

Home Forward:

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Ivory N. Mathews, Secretary

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Matthew Gebhardt, Chair

# RESOLUTIONS



MEMORANDUM

To: Board of Commissioners  
Date: January 21, 2025

From: Amanda Saul  
Assistant Director of Development  
503.802.8552  
Subject: Authorize Co-General Partner  
Ownership Structure with Urban  
League of Portland for the  
Development of Broadway  
Corridor  
Resolution 25-01-01

Michael Fu  
Housing Development Manager  
503.802.8499

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The Board of Commissioners is requested to authorize the attached resolution related to the development and ownership structure of Broadway Corridor. This resolution authorizes Home Forward to enter into a Joint Development Agreement with Urban League of Portland outlining responsibilities, ownership structure, decision making and financial obligations.

These actions support Home Forward's 2023-2026 Strategic Plan Goal to lead within the housing stability ecosystem and use our development expertise to advance innovative solutions that expand supply and address community needs.

**BACKGROUND**

On December 28, 2023, Portland Housing Bureau (PHB) issued a request for qualifications (RFQ) for the development of the northern half of Block 4, referred to as Parcel 4A, of the 13.6-acre Broadway Corridor former United States Postal Service Site. This RFQ screened qualified teams for further competitive selection. PHB requested submissions from project development teams including Project Sponsor, Architect, General Contractor, and Services Provider. On April 4, 2024, Home Forward and Urban League of Portland's team was selected as one of four qualified development groups to further participate in a request for proposals (RFP).

Home Forward selected Holst Architecture and Colas Construction via RFP No. 09/23-472 and RFP No. 09/23-473. Urban League of Portland joined the application as the Services Provider, co-Project Sponsor and co-General Partner.

The spring 2024 RFP required teams to submit proposals to develop Parcel 4A with a high-rise development with a minimum of 220 units, 25% family-sized units, units with rents and incomes at 30% and 60%, and a tenant population that would fulfill METRO and PHB’s joint goals of (1) leading with racial equity, (2) creating opportunity for those in need, and (3) creating opportunity throughout the region.

Home Forward’s team proposed a 14-story, mixed-use, 230-unit building including an early childhood learning space and a workforce development space. The proposed unit mix includes 77 studios, 91 one-bedrooms, 49 two-bedrooms, and 13 three-bedroom apartment homes. The project will include 50 units regulated as affordable to those earning at or below 30% of Area Median Income (“AMI”), and 180 units regulated as affordable to those earning at or below 60% of AMI. Thirty-five of the 30% AMI units will be family permanent supportive housing (PSH) for chronically homeless families requesting culturally specific services with referrals from the Joint Offices of Homeless Services Coordinated Access system.

Home Forward and Urban League of Portland’s team was selected as the developer of Parcel 4A, and awarded site control, up to \$40,250,000 in combined Metro Bond and River District Tax Increment Financing (“TIF”) funding, Portland Clean Energy Fund (“PCEF”) funding, and 25 project-based rent assistance vouchers.

## **OVERVIEW—JOINT DEVELOPMENT AGREEMENT**

Consistent with Home Forward’s mission to build in equity alignment across the entire supply chain of affordable housing production, acquisition, and preservation, and PHB’s project goals, Home Forward and the Urban League partnered on the RFQ and RFP response. The Urban League and Home Forward discussed the risks and rewards of different joint development structures and agreed to the Joint Development Agreement attached to the resolution. This agreement outlines: ownership split, roles and responsibilities, developer fee split, guaranties, capacity building, and decision-making authority.

## **CONCLUSION**

Home Forward staff requests that the Board of Commissioners authorize the execution of this resolution to enter into a Joint Development agreement with Urban League as co-



General Partner for the Broadway Corridor development.

The Real Estate and Development (READ) Committee of Home Forward's Board reviewed a draft of this resolution at its October 4, 2024 meeting.

**ATTACHMENT**

Joint Development Agreement



RESOLUTION 25-01-01

RESOLUTION 25-01-01 AUTHORIZES THE CHIEF EXECUTIVE OFFICER, OR HER DESIGNEE, TO EXECUTE A JOINT DEVELOPMENT AGREEMENT WITH URBAN LEAGUE OF PORTLAND FOR THE BROADWAY CORRIDOR PROJECT, AN AFFORDABLE HOUSING DEVELOPMENT

**WHEREAS**, Home Forward, a housing authority and a public body corporate and politic of the State of Oregon, seeks to encourage the provision of long-term housing for persons with low-income residing in Multnomah County, Oregon; and

**WHEREAS**, Home Forward plans to build approximately 230 units of affordable housing on Parcel 4A of Broadway Corridor; and

**WHEREAS**, Home Forward identifies significantly important contracts that support the Home Forward Strategic Plan to be presented to the Board of Commissioners; and

**WHEREAS**, Home Forward and Urban League of Portland staff and attorneys have negotiated a Joint Development Agreement regarding the co-development of affordable housing on Parcel 4A within the Broadway Corridor; and

**WHEREAS**, pursuant to the needs of the project, Home Forward staff recommend executing a Joint Development Agreement with Urban League of Portland that outlines ownership structure, roles and responsibilities, guaranties and decision-making authority; and

**WHEREAS**, the execution of a Joint Development Agreement with Urban League of Portland will advance Home Forward's goal of advancing racial equity and working in partnership with culturally-specific organizations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Home Forward authorizes and directs the Chief Executive Officer, or her designee, to execute a Joint Development Agreement with Urban League of Portland substantially in accordance with Exhibit A for the Broadway Corridor.

ADOPTED: JANUARY 21, 2025

Attest:

Home Forward:

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Ivory N. Mathews, Secretary

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Matthew Gebhardt, Chair

**JOINT DEVELOPMENT AGREEMENT  
HOME FORWARD AND URBAN LEAGUE OF PORTLAND**

**BROADWAY CORRIDOR**

This Joint Development Agreement (this “JDA”) is dated as of January \_\_\_, 2025 by and between Home Forward, a public body corporate and politic of the State of Oregon (“Home Forward”) and the Urban League of Portland, an Oregon nonprofit public benefit corporation (the “Urban League”).

**BACKGROUND RECITALS**

Whereas, Home Forward and Urban League desire to participate in the development of a 230-unit, 14 story building serving residents at or below 30% and 60% of Area Median Income (the “Project”) on Block 4A of Broadway Corridor (the “Premises”);

Whereas the parties anticipate that the Project will be financed with Metro Housing Bonds, 4% Low Income Housing Tax Credits, Private Activity Bonds, LIFT Funds, PSH Capital Funds, Project Based Section 8 and Supportive Services Funding from the Joint Office of Homeless Services.

Whereas the parties desire to set forth the terms and conditions upon which they will jointly participate in the development and operation of the Project.

NOW THEREFOR, THE PARTIES AGREE AS FOLLOWS:

1. **Partnership; Partnership Agreement and Documents.** The Project will be owned by a limited partnership (the “Partnership”) in which Home Forward will serve as the Managing General Partner with a .006% general partnership interest and Urban League of Portland will serve as the Administrative General Partner of the Partnership with a .004% general partnership interest of the Partnership. A Tax Credit investor will serve as the 99.99% limited partner (“Investor Limited Partner”).

2. **Predevelopment Expenses; Reimbursement.** Home Forward shall be reimbursed by the Partnership, upon admission of the Investor Limited and closing of the tax exempt bond financing (currently expected to occur on or about Summer/Fall 2026 and hereinafter referred to as “Closing”) for all pre-development expenses incurred thereby, such pre-development expenses accruing interest at the rate in an amount equal to Home Forward’s cost of funds used to fund such pre-development expenses. The parties estimate such pre-development expenses prior to the Closing will total approximately \$6,000,000.

3. **Ground Lease.** It is anticipated that Home Forward and the Partnership will enter into the Ground Lease concurrently with Closing. Pursuant to the terms and conditions to be set forth in the Ground Lease, the Premises must be developed as low-income housing containing income and rent restrictions required in order to obtain the Project Financing. Home Forward will lease the Premises to the Partnership for the purposes of the development and operation of the

Project. The total lease payments shall be in an amount equal to the fair market value of the leasehold estate as income and rent restricted. The terms and conditions of the lease payments shall be based upon the final underwriting by the parties providing the Project Financing.

4. **Development Obligations.** The Parties acknowledge and agree that Urban League of Portland and Home Forward will be recognized as the “Developers” by the Partnership under the Development Fee Agreement (the “Development Agreement”) to be entered into with the Partnership as one of the Partnership Documents on or before Closing. The Parties understand, acknowledge and agree that notwithstanding anything in the Partnership Agreement or Development Agreement to the contrary, the Managing General Partner shall consult with and attempt to obtain the concurrence of the Administrative General Partner before making any decision or taking any action (or any decision not to take any action) that affects or would reasonably be expected to affect the development, construction, operation, management or maintenance of the Project; provided that, in the event of an impasse between the Managing General Partner and the Administrative General Partner, with respect to the development obligations and Roles and Responsibilities the decision of Managing General Partner shall govern and control.

5. **Roles and Responsibilities.**

Home Forward Responsibilities:

- Lead predevelopment process including site feasibility, due diligence, coordinating land-use approvals, architectural designs (Conceptual Designs, Schematic Design, Development Design, Permit Sets, Construction Drawings), compliance with conditions of approval;
- Fund site acquisition and predevelopment costs, to be reimbursed at financing closing.
- Lead the financing for the Project, including identifying funding sources, selecting financial partners, preparation of financial models, applying for and securing competitive and non-competitive loans, tax credits and other funding sources.
- Lead the negotiations of all Project documents, including but not limited to the Partnership Agreement and all Loan Documents
- Provide Construction Management
- Provide Asset Management
- Oversee a to-be-selected Property Management Company
- Maintain relationships with local community and funders, attend local meetings, building relationships based on trust and value.
- Provide governmental and community outreach efforts to help secure financial support for the success of the project.

- Home Forward to lead with input and support from Urban League community engagement with neighbors, local organizations and neighborhood associations.

Joint Responsibilities:

- Approval of design and programming of the common area.
- Provide government and community outreach efforts to help secure political support for the success of the project.
- Urban League to design, with input and support from Home Forward, services for general resident services and permanent supportive services, by assessing the needs of potential residents, designing appropriate programming, and supervising the delivery of services.
- Co-develop and co-design the space for Workforce Development programming. Urban League staff will have access to the space, even when not serving Broadway Corridor residents.

Urban League Responsibilities:

- Urban League will provide Workforce Development programming at the site paid for by outside resources.
- Urban League will provide resident services at the site paid for by operations.
- Urban League will provide supportive services at the site paid for by outside resources.

6. **Development Fee.** The Development Fee (as defined in the Development Agreement) shall be earned, deemed earned, paid and allocated pursuant to the terms of the Development Agreement, subject to the applicable provisions of the Partnership Agreement and the Loan Documents. As set forth in the Partnership Agreement, the Development Fee will be split into a cash portion (the “Cash Fee”) and the Deferred Development Fee (as defined in the Partnership Agreement). It is the intent and agreement of the parties hereto that the Development Fee shall be allocated and paid promptly as and when received from the Partnership from time to time as follows:

(a) To Home Forward payment of 90% of the Cash Fee, and 90% of the Deferred Development Fee, and a portion of the Cash Fee shall be paid to Home Forward at Closing in an amount estimated to be equal to or greater than \$500,000.

(b) To Urban League of Portland payment of 10% percent of the Cash Fee and 10% of the Deferred Development Fee, as applicable based on the availability of Cash Flow. To the extent Home Forward is required to make a capital contribution to the Partnership to pay off any portion of the Deferred Development Fee, Urban League shall assign that portion of the Deferred Development Fee paid from such capital contribution to Home Forward.

7. **Partnership Management Fee.** The parties hereto understand, acknowledge and agree that 100% the Partnership Management Fee (as defined in the Partnership Agreement) shall be paid to Home Forward.

8. **Partnership Representative.** The Parties hereto agree that Home Forward shall serve as the sole Partnership Representative (as defined in the Partnership Agreement) under and pursuant to the Partnership Agreement. In its role as Partnership Representative, Home Forward will, among other things, provide compliance oversight for the Project and Partnership, and review and approve the Partnership's reporting to the Investor Limited Partner, Lenders, state agencies, local agencies, taxing authorities, and other parties, as applicable.

9. **Disposition Fee.** Any Disposition Fee to be negotiated with the Investor Limited Partner shall be payable 10% to the Administrative General Partner and 90% to the Managing General Partner.

10. **Distribution of Cash Flow and Proceeds of Sale or Refinancing.** The ultimate distribution of Net Cash Flow of the Project and Capital Proceeds will be based upon negotiations with the Investor Limited Partner. Distributions paid to the General Partners will be paid 90% to Home Forward and 10% to the Urban League. The distributions of Net Cash and the proceeds from the sale or refinancing of the Project will be paid 90% to Home Forward and 10% to the Urban League.

11. **Guaranties.** Home Forward will provide all required guaranties. To the fullest extent permitted by the Partnership Agreement, the Partnership Documents, the Loan Documents, and applicable law, payments under any Guaranty be treated as a subordinate, cash flow loans. Urban League shall have no responsibility or obligation to provide guaranties or, except as provided elsewhere in this JDA to fund any amounts in connection with the Project, including, but not limited to, development deficits, permanent loan shortfalls, tax credit shortfalls resulting from adjusters or recapture, operational expenses, or operating deficits.

12. **Indemnities.** The Parties shall provide mutual guaranties and indemnities pursuant to the terms of an Indemnification and Contribution Agreement (the "Indemnification Agreement") to be entered into between and among the parties.

13. **Property Tax Exemption.** Home Forward agrees to establish and maintain eligibility for an ad valorem property tax exemption for the Premises and the Project in accordance with applicable law, including but not limited to Oregon Revised Statutes section 307.092, as may be amended. The cost and expense of establishing and maintaining such exemption shall be borne exclusively by Home Forward to the extent not paid by the Partnership.

14. **Resident Services.** Subject to funding availability, Urban League will provide Resident Services to all units and will be paid approximately \$120,000/year from the operating budget, such amount increasing by 3% per year, subject to any required approval of the Investor Limited Partner or Project lenders.

15. **Supportive Services.** Subject to funding availability, Urban League will be contracted to provide supportive services with an annual budget of approximately \$612,500/year

in gross, less an agreed upon Home Forward administrative fee, from the Joint Office of Homeless Services for the provision of supportive services for 35 Family PSH units.

16. **Purchase Option and Right of First Refusal.** The parties understand, acknowledge and agree that the Partnership Documents will include a Purchase Option and Right of First Refusal Agreement, (the “ROFR/PO Agreement”) providing the Optionee the ability to acquire either the Project or the tax credit investor’s partnership interests. The full terms and conditions of the ROFR/PO will be negotiated with the tax credit investor. Unless otherwise agreed to at a later date, Home Forward will be the Optionee, provided that, subject to lender and investor consent, the Urban League shall be provided the Option and Right of First Refusal in the event Home Forward does not exercise its purchase rights thereunder.

17. **Capacity Building.** It is the intention of the Parties that Home Forward assist the Urban League in its development capacity to enable the Urban League to develop and own future projects. To facilitate this capacity building Home Forward will undertake the following:

- Invite Urban League to Owner, Architect and Contractor regular meetings
- Provide explanation of design decisions and how they impact costs and long-term financial sustainability
- Invite Urban League to participate in lender, investor and property manager selection processes
- Invite Urban League to review proformas
- Invite Urban League to review financial documents such as limited partnership agreements, construction and permanent loan documents and grant agreements
- Work together on future grant applications related to the Broadway Corridor development.

18. **Communication; Notices.**

Home Forward  
Attn: Amanda Saul  
135 SW Ash Street, 5th Floor  
Portland, OR 97204

Urban League of Portland  
Attn: Julia Delgado  
10 N Russell Street  
Portland, OR 97227

19. **Property Management.** Property manager will be selected at a later date.



20. **Accountants.** The Partnership shall engage an independent accounting firm in accordance with the applicable provisions of the Partnership Agreement; provided that, the parties hereto understand, acknowledge and agree that Home Forward will select such accounting firm in each instance, including but not limited to initial accounting services such as cost certification, first and second year financial statements and first and second year tax returns.

21. **Legal; Attorney's Fees.** The Partnership shall pay all reasonable legal fees and expenses incurred by Urban League and Home Forward as set forth in the settlement statement prepared in connection with Closing. Such legal fees and expenses shall be paid upon Closing are fully earned when due and nonrefundable when paid. If a suit, action, arbitration or other proceeding of any nature whatsoever (including, without limitation, any bankruptcy proceeding) is instituted in connection with any controversy arising out of this JDA or to interpret or enforce any rights under this JDA, the substantially prevailing party will be entitled to recover its reasonable attorney fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the arbitrator or by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

22. **Binding Agreement; Assigns.** This JDA supersedes and replaces in its entirety any Memorandum Of Understanding and/or letter of intent and shall be binding on the parties hereto, and their respective successors and assigns, subject to the following restriction. Neither party hereto may assign its rights or obligations under this JDA without the prior written consent of the other party. This JDA is intended to be the entire agreement of the parties hereto and may be amended only in writing signed by all parties hereto.

23. **Headings.** All headings in this JDA are for convenience of reference only and are not intended to qualify the meaning of any provision of this JDA.

24. **Terminology; Governing Law.** All personal pronouns used in this JDA, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require. This JDA shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

25. **Counterparts.** This JDA may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

26. **Severability of Provisions.** Each provision of this JDA shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the JDA is determined to be invalid or contrary to any existing or future law, such invalidly shall not impair the operation of or affect those provisions of this JDA that are valid.

27. **Termination.** It is the intention of the parties to work in good faith to develop and operate the Project as contemplated herein. However, the parties acknowledge that the ability to do so is contingent upon a number of factors including available funding, underwriting by the

Project's financing partners, Home Forward and Urban League and the parties continued collaboration of the development of the Project. Either party may terminate this JDA as follows:

27.1 Closing on funding of the Project does not occur on or before January 1, 2030.

27.2 The Administrative General Partner does not agree to a final decision made by the Managing General Partner under paragraph 4 above.

27.3 Home Forward determines in its reasonable discretion that the Urban League cannot provide the services to be provided under paragraph 5 above.

27.4 The Urban League determines in its reasonable discretion that Home Forward cannot provide the services to be provided under paragraph 5 above.

27.6 Funding is not available to pay the amount set forth for the services in paragraphs 14 and 15 above.

27.7 Breach by either party of its obligations under this JDA; or

27.8 If not otherwise terminated pursuant to sections 27.1 – 27.7, upon the exit of the Investor Limited Partner from the Partnership or the sale of the Project.

In addition, subject to any third parties whose consent is required for such withdrawal, either of the parties hereto may, upon 60 days' written notice, terminate this JDA in such party's discretion.

In the event of a termination of the Urban League's involvement in the Project, other than as a result of its default, it shall be reimbursed, an amount not to exceed \$50,000 of its out-of-pocket expenses incurred with respect to the Project.

Unless earlier terminated, this JDA will be in effect until the parties replace its elements by entering into the Partnership Agreement, the Development Agreement, a resident services agreement and other contracts for services to be later identified. Upon termination of this JDA for any reason, Home Forward shall have the right to proceed with the development of the Project.

*(Signatures on following page)*

Home Forward

By: \_\_\_\_\_  
Ivory N. Mathews, Chief Executive Officer

Date: \_\_\_\_\_

Urban League of Portland

By: \_\_\_\_\_  
NAME and TITLE

Date: \_\_\_\_\_

**Placeholder for Resolution 25-01-02  
Authorize AFSCME Bargaining Agreement**

# STAFF REPORTS

**Procurement & Contracts Department  
MONTHLY CONTRACT REPORT  
Contracts Approved 11/01/24 - 12/31/24**

PUBLIC IMPROVEMENT  
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3484	0	Get It Done PDX LLC	\$97,593.04	Restoration/remodel at SCC	Property Mgmt	12/11/2024	12/11/2024
C3499	0	Prime Legacy	\$13,805.00	Vacant unit repairs at Eliot Square	Property Management	12/15/2024	12/15/2024
C3404	0	Alliance Environmental Group	\$41,148.21	Madrona attic mold remediation	DCR	12/31/2024	12/31/2024
<b>Subtotal</b>			<b>\$152,546.25</b>				<b>3</b>

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3497	0	Prime Legacy	\$20,130.00	Sheetrock cutting and repair; preventative maintenance on sprinkler heads at SCC	Property Mgmt	11/13/2024	11/22/2024
C3505	0	NW Enforcement	\$664,598.52	Security at Tukwila	Community Services	11/20/2024	11/30/2027
C3498	0	Performance Insulation & Energy Services Inc	\$22,875.00	Insulation work on all units to prevent pipe bursting and flooding; preventative maintenance on sprinkler heads at SCC	Property Mgmt	11/26/2024	11/29/2024
C3509	0	King Ridge Construction	\$85,000.00	On-Call Snow/Ice Removal Services - East Region	Property Management	12/4/2024	11/19/2025
C3510	0	A-Z Exterior Services	\$85,000.00	On-Call Snow/Ice Removal Services - North/South Region	Property Management	12/4/2024	11/19/2025
C3512	0	Carbonell Cleaning Solutions	\$85,000.00	On-Call Snow/Ice Removal Services - sidewalk, stairs, entrance/exits, no driveways/parking lots	Property Management	12/4/2024	11/19/2025
C3511	0	ValleyScapes Landscape Solutions	\$85,000.00	On-Call Snow/Ice Removal Services - West Region	Property Management	12/13/2024	11/19/2025
<b>Subtotal</b>			<b>\$1,047,603.52</b>				<b>7</b>

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3486	0	Trupp HR Inc	\$15,000.00	Compensation consulting	HR	11/5/2024	8/30/2025
C3493	0	KPFF	\$9,000.00	Topographic survey for Broadway Corridor	DCR	11/5/2024	4/30/2025
C3496	0	Affordable Community Solutions	\$25,000.00	Specialized compliance re: Killingsworth and Berry Ridge	DCR	11/8/2024	10/26/2026
C3479	0	Melody Martinez Consulting LLC	\$24,250.00	Facilitate Intensive Learning Group	Executive	11/13/2024	7/31/2025
C3492	0	Going Home II	\$21,000.00	Provide violence intervention and youth outreach services at New Columbia	Community Services	11/19/2024	12/31/2024
C3502	0	White Glove Building Maintenance	\$10,000.00	Window infrared imaging for property Home Forward is considering purchasing Goose Hollow Lofts	DCR	11/19/2024	4/30/2025
C3513	0	Novogradac & Company LLP	\$10,000.00	LIHTC consultation services to assess the financial projections and to help determine the project's ability to achieve LITE-specific thresholds and requirements during the construction and lease up period of development.	DCR	11/25/2024	12/31/2025
C3494	0	GTG Consultants	\$33,000.00	CNA Ruth Haefner Plaza	DCR	11/26/2024	12/31/2026
C3495	0	GTG Consultants	\$31,000.00	CNA Holgate House	DCR	11/26/2024	12/31/2026
C3514	0	Nancy Davis Consulting	\$3,000.00	Support & Facilitation of team retreat	Property Management	11/26/2024	6/1/2025
C3507	0	Victor Trejo	\$18,332.00	Design art sculptures for the Troutdale Project	DCR	12/4/2024	12/31/2025
C3506	0	Columbia West Engineering	\$44,500.00	Provide a geotechnical engineering report and provide construction administrative services during the construction phase	DCR	12/10/2024	12/31/2028
C3517	0	VPC Consulting LLC	\$30,600.00	Facilitate Intensive Learning Groups	Executive	12/17/2024	7/31/2025
C3491	0	Bell Consulting LLC	\$50,000.00	Information Technology Consulting	IT	12/19/2024	12/31/2027
C3518	0	CliftonLarsonAllen LLP (CLA)	\$880,000.00	Financial Audit Services; Rule 46-0340	FAAM	12/19/2024	12/31/2027
C3520	0	Express Employment Professionals	\$100,000.00	On-Call Temporary Labor Staffing	HR	12/27/2024	12/11/2025
C3521	0	Motus Recruiting & Staffing Inc.	\$100,000.00	On-Call Temporary Labor Staffing	HR	12/27/2024	12/11/2025
C3522	0	Model Integrity LLC	\$27,300.00	BCC Leadership Group support and education	Community Services	12/27/2024	8/31/2025
C3525	0	PDX Nutrition Services	\$586,956.96	Meal services for CHSP; Rule 46-0340	Community Services	12/27/2024	12/31/2025

<b>Subtotal</b>		<b>\$2,018,938.96</b>					<b>19</b>
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PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3500	0	Northwest Surveying Inc	\$4,700.00	Create partition plat for Civic project	DCR	11/13/2024	12/1/2025
<b>Total</b>			<b>\$4,700.00</b>				<b>1</b>

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2857	10	Bremik Construction	\$59,703.00	Additional scope	DCR	11/6/2024	12/29/2025
C3304	3	Baldwin General Contracting Inc	\$133,486.16	Sequoia Square PCO #7 Temp Stairs and Related Engineering - Bldg's A-D	DCR	11/6/2024	10/31/2025
C2777	2	Carbonell Cleaning Solutions	\$67,653.60	Landscaping at Stark Manor, Madrona Place, Fir Acres, Eastwood Court, and Alderwood; amended to extend contract	Property Management	11/14/2024	12/31/2025
C3275	1	Neighborhood Partnerships Inc.	\$-	Resident engagement project; amended to add time	Executive	11/14/2024	2/28/2025
C3469	1	Colliers International Valuation & Advisory Services, LLC	\$500.00	Increase appraisal scope to include additional valuation method Goose Hollow Lofts	DCR	11/14/2024	4/30/2025
C3227	5	Walsh Construction Co.	\$80,708.00	Peter Paulson Replacing of exterior gypsum with new Denz Glass.	Asset Mgmt	11/19/2024	12/31/2025
C3252	1	Melody Martinez Consulting LLC	\$-	Design and facilitate a series of Listening Sessions with prioritized stakeholders to inform policy development; amended to add time	Executive	11/19/2024	5/30/2025
C2969	3	NW Enforcement	\$25,380.00	Security at NMW; amended to extend contract	IFSS	11/22/2024	12/31/2025
C3229	1	Freedom Security Solutions	\$429,240.00	24/7 Security at NWT; amended to extend contract; <b>**next amendment needs to go to BOC**</b>	Property Management	11/22/2024	9/30/2025
C3494	1	GTG Consultants	\$3,000.00	Correcting rates	DCR	12/4/2024	12/31/2026
C3298	2	NW Enforcement	\$7,545.00	Security services at Tukwila 8pm-8am; amended to cover final invoice	Community Services	12/6/2024	11/30/2024
C3172	1	West Coast Landscape LLC	\$46,800.00	Landscaping at Tamarack and Camelia Court; amended to extend contract	Property Management	12/10/2024	6/30/2025
C3279	1	Equity Hub	\$3,312.00	BidLocker renewal	Procurement	12/10/2024	11/30/2025



C3402	1	Motus Recruiting & Staffing Inc.	\$15,000.00	Temp for HR; amended to extend contract	HR	12/10/2024	3/1/2025
C2866	1	Moffet Energy Modeling, LLC	\$-	Energy modeling and earth advantage cert for Troutdale project; amended to extend contract end date	DCR	12/11/2024	2/1/2026
C3182	2	Cuenta Conmigo LLC	\$-	Resident engagement and leadership trainings; amended to extend contract	Community Services	12/13/2024	12/31/2025
C3347	2	Farallon Consulting	\$-	Troutdale additional soil testing, management plan, removal monitoring; amended to add time	DCR	12/13/2024	12/1/2025
C3408	1	Soluna Career Consulting	\$4,500.00	Career coaching; amended to extend contract	Talent & Organizational Development	12/13/2024	12/1/2025
C2761	3	KPFF Consulting Engineers	\$-	ALTA survey services prior to construction and after construction for the Troutdale Project; amended to extend contract	DCR	12/16/2024	2/1/2026
3383	1	Cascade Environmental Solutions	\$-	Asbestos and Lead based paint testing of the Gretchen Kafoury Commons; amended contract for billing	DCR	12/16/2024	12/31/2024
C3026	12	Bacharach Construction LLC	\$70,662.21	Celilo Ct Project extension and additional cost due to site lighting fixture failures.	DCR	12/20/2024	1/31/2025
C3363	2	QEDLAB Qualified Envelope Diagnostics, Inc.	\$1,750.00	Additional window testing	DCR	12/23/2024	8/30/2025
C3228	1	Freedom Security Solutions	\$429,240.00	24/7 Security at HWE; amended to extend contract	Property Management	12/29/2024	9/30/2025
C3109	2	Nancy Davis Consulting	\$-	Strategist & Facilitation Consultant; amended to add time	Executive	12/31/2024	1/31/2026
<b>Subtotal</b>			<b>\$1,378,479.97</b>				<b>24</b>

OTHER AGREEMENTS (Revenue contracts, 3rd Party contracts, MOU's, IGA's)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
<b>Subtotal</b>			<b>\$0.00</b>				<b>0</b>
<b>Total</b>			<b>\$4,602,268.70</b>				<b>54</b>

**Procurement & Contracts Department  
FUTURE FORMAL PROCUREMENTS  
Look Ahead - January 2025**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$42 million	Group 8	DCR	In Progress
\$1.650 million	A&E for N. Maryland	DCR	Spring 2025
\$13.2 million	CM/GC for N. Maryland	DCR	Spring 2025
TBD	Townhouse Terrace Construction Project	DCR	Late 2025
TBD	Slavin Court Construction Project	DCR	Late 2025
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD
\$1 million	Rosenbaum Plaza Plumbing Repairs Phase 2/3	DCR	TBD