

INTERGOVERNMENTAL AGREEMENT NO.

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective December 1, 2016 ("Effective Date") is between the City of Portland, Oregon, Office of the Mayor, hereafter referred to as "City", and Portland State University, Business Outreach Program, hereafter referred to as "PSU". City and PSU may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS:

- A. Certified Benefit Corporation or B Corps demonstrate a proven commitment to business practices that benefit the City of Portland, such as paying their employees a livable wage, incorporating charitable giving into the work place, adopting sustainable business practices, etc.; and
- B. In order to become a B Corp, businesses need to complete B Lab's certification process, which measures their current business practices in four separate categories: Governance, Workers, Community, and Environment; and
- C. For many businesses, especially the smaller, minority- and women-owned business, achieving certification is difficult on their own, due of lack of awareness/education on the subject, the amount of time needed to document, research and/or implement practices, or lack of funds to support necessary changes; and
- D. The City has the opportunity to support organizations who are already providing education and technical assistance to businesses in Oregon, in hopes of increasing the number of businesses adopting the practices championed by B Corp certification; and
- E. PSU Business Outreach Program's (BOP) mission is to help local small businesses, including emerging, minority, and women-owned businesses, achieve their potential while providing students with opportunities for community-based learning; and
- F. PSU BOP has a proven history of providing technical assistance and business consulting services to small business owners and micro-entrepreneurs through professional one-on-one consulting to clients enrolled in their long-term support programs, as well as through workshops, trainings, and peer-based learning opportunities to entrepreneurs in the community.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

AGREED:**I. SCOPE OF WORK**

A diverse set of entrepreneurs seek support from PSU BOP, from a wide range of industries, demographics, and cultural backgrounds, with many carrying a social mission. It is proposed that in partnership with the City of Portland, the PSU BOP will provide technical assistance to minority and women-owned businesses seeking B Corp certification. PSU will provide in-depth technical assistance and consulting support for 10 Portland-based businesses that fall into the categories of minority-owned, women-owned or

small/neighborhood business.

Clients enrolled will be eligible for the following benefits:

- 1:1 business development support and recommendations to help enhance business retention and improve impact assessment scores for B Corp certification (up to 15 hours per participant)
- PSU BOP to coordinate and facilitate a bimonthly peer-based learning structured around B Impact Assessment topics
- Access to PSU BOP business development workshops and trainings, including bookkeeping workshops, business development workshop series, business development workspaces, and quarterly learn + network events
- Tools, templates, and resources to increase business owners' business operations knowledge, skills, and abilities in the B Corp community
- Community resources and referrals to industry and B Corp subject matter experts

In conjunction with the City, Portland State University (PSU) Impact Entrepreneurs, PSU student consulting teams, our local chapter of Net Impact, amongst other partners, recruitment and outreach will be conducted to enroll entrepreneurs in the technical assistance program.

Target audiences include social enterprises that meet one of the following criteria:

- Companies who know about the assessment and are committed to the core values, but haven't yet participated in the B Corp impact assessment;
- Companies who have participated in B Corp impact assessment and need to improve their score;
- Companies who are a certified B Corp but wish to improve their scores or recertify.

II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. **TERM:** The term of the Agreement will begin December 1, 2016 and continue until June 30, 2017 (the "Term"), unless terminated sooner under a provision of this Agreement. The term of this Agreement may be extended for successive fiscal years by amendment.
- B. **INTERGOVERNMENTAL AGREEMENT MANAGER:** The City's Intergovernmental Agreement Manager for this Agreement shall be Rachael Wiggins. PSU's Intergovernmental Agreement Manager for this Agreement shall be insert name.
- C. **AMENDMENT:** All changes to this Agreement, including changes to the scope of work and Agreement amount, must be made by written amendment, signed by both Parties to be valid. PSU understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council, or to waive the approval of the City Attorney's Office.

III. PAYMENTS

- A. The City agrees to pay PSU an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000) for the technical assistance services described above. PSU shall invoice the City for the full amount to the City Intergovernmental Agreement Manager for approval. The City of Portland will pay PSU the amount of the invoice within thirty (30) days of the approval date.

- B. Payments under this Intergovernmental Agreement may be used only to provide the services or take the actions previously indicated in this Intergovernmental Agreement and shall not be used for any other purpose.

IV. GENERAL AGREEMENT PROVISIONS

- A. **TERMINATION.** Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. If this Agreement is terminated prior to the end of the Term, PSU shall be entitled to be paid for work performed prior to the termination date if such work was performed in accordance with the Agreement prorated based on when in the fiscal year the Agreement is terminated. In the event of a termination, PSU shall submit to City a final billing in a manner consistent with Section III. A. of the Agreement. The City shall not be liable for indirect or consequential damages.
- B. **CONFLICTS OF INTEREST.** No public official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No public official who participated in the award of this Agreement shall solicit employment from or be employed by the other Party during the period of the Agreement.
- C. **OREGON LAWS AND FORUM.** This Intergovernmental Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in the Multnomah County court having jurisdiction thereof.
- D. **INDEMNIFICATION.** To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, PSU shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent acts, errors, or omissions of PSU and its agents or employees in performance of their duties under this Agreement and the City of Portland shall defend, save and hold harmless PSU, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City of Portland and its agents and employee in performance of its duties under this agreement. This Section shall survive termination or expiration of this Agreement.
- E. **SEVERABILITY.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- F. **INTEGRATION.** This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- G. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.
- H. **ELECTRONIC MEANS, COUNTERPARTS.** The Parties agree that they

may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

- I. NOTICE: Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, (b) when received if personally delivered, or (c) if sent by e-mail or other form of electronic transmission, with receipt of confirmation that such transmission has been received, and:

A notice or communication to the City shall be addressed as follows:

City of Portland
 Office of the Mayor
 Attn: Mrs. Rachael Wiggins Emory
 1120 SW 5th Avenue, Rm 1250
 Portland, Oregon 97204
 P: 503-823-3579
 rachael.wiggins@portlandoregon.gov

A notice or communication to PSU shall be addressed as follows:

Portland State University
 Attn: xxxxxxxxx
 xxxxxxxxxxxxx
 Portland, OR xxxxx
 P: 123-123-1234
 xxxxxx@xxxxxxxxxx.xxx

- J. DISPUTE RESOLUTION: If a dispute arises regarding this Agreement, the Parties agree to exercise good faith in expeditiously resolving any conflict. All conflicts should first be discussed and resolved if at all possible by the persons identified in the Notice Section. Any conflicts not resolved by the contact person shall be elevated to the designee of the governing board of the Parties.

Dated this _____ day of _____, 2016

CITY OF PORTLAND
Office of the Mayor

PORTLAND STATE UNIVERISTY
Business Outreach Program

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

General Counsel