

**Intergovernmental Agreement
Between
Prosper Portland and Office of Government Relations
(Federal and State Legislative and Lobbying Activities)**

This Intergovernmental Agreement (this "Agreement") is entered into as of the 12th day of ^{MARCH}~~April~~, 2018 (the "Effective Date") by and between Prosper Portland and City of Portland Office of Government Relations ("OGR"). Prosper Portland and OGR may be referred to herein individually as a "Party" or together as the "Parties."

1. Prosper Portland, as the duly designated urban renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects. As part its work, it has need to promote the City's urban renewal policies and ensure that the goals can be achieved legislatively.
2. The Office of Government Relations (OGR) is assigned the responsibility to advance the City of Portland's legislative and governmental policy objectives through effective representation, strategic advice and quality service to the City Council and the city bureaus and offices.
3. OGR frequently performs functions that assist Prosper Portland with federal and state legislative matters, which directly advance priorities in Prosper Portland's Strategic Plan, attached as Exhibit A. OGR connects Prosper Portland to federal and state elected and administrative officials to highlight citywide strategies and neighborhood economic development initiatives.
4. At the state legislature, OGR provides Prosper Portland assistance with protecting urban renewal authority, reauthorizing E-Commerce overlay designations for Enterprise Zones, reauthorizing Enterprise Zones, assisting Prosper Portland with seeking additional financing mechanisms to deliver on its Financial Sustainability Plan, and other legislative matters.
5. In FY 2017-2018, Prosper Portland will seek OGR assistance for agency priorities such as the New Market Tax Credit program, Community Development Block Grant funding, assisting Prosper Portland with pursuing additional financing mechanisms to deliver on its Financial Sustainability Plan, providing guidance on the National Flood Insurance Program Biological Opinion, Opportunity Zones, and other work centered on Prosper Portland's federal priorities.

Both parties desire to enter into an Intergovernmental Agreement (IGA) that will establish terms and conditions by which each party will engage in the cooperative arrangement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the Parties hereby incorporate the above Recitals and agree as follows:

1. **The Work.** Under this Agreement, OGR will advance Prosper Portland priorities, as outlined in Prosper Portland's Strategic Plan, through Prosper Portland staff direction. OGR will track issues, resource opportunities, and access to the Oregon state and federal delegation and relevant public officials at the state and federal levels. If changes are made to Prosper Portland's Strategic Plan that impact OGR's service obligation for the present fiscal year, Prosper Portland shall provide advance notice of the changes of priorities, and the Parties will determine whether this Agreement may need to be amended to appropriately reflect any change in scope of work.
2. **Disbursement.** In consideration of the work OGR agrees to perform on behalf of Prosper Portland under this Agreement, Prosper Portland agrees to make a one-time payment of \$35,000 to OGR on the Effective Date of this Agreement. This payment will be for the anticipated services for FY 2017-18. If amendment is made for services for a subsequent fiscal year, then the Parties will identify the disbursement amount for the identified fiscal year.
3. **Term.** This Agreement will be in effect from the Effective Date until June 30, 2018 (the "Expiration Date"), unless this Agreement is terminated or extended for additional time, either of which shall require the mutual written agreement of the Parties.
4. **Assignment.** Neither Party may assign or subcontract its rights, duties, or obligations under this Agreement without the prior written consent of the other Party.
5. **Amendment.** The Director of the Office of Government Relations is authorized to negotiate and execute amendments to this Agreement, including amending scope of service to be performed by OGR and the total compensation to be provided by Prosper Portland, provided that such changes in total compensation have been duly appropriated by City Council for the fiscal year identified in the services agreement amendment, and provided that any such amendment be subject to approval to form by the City Attorney's Office.
6. **Representatives.** OGR Director, Elizabeth Edwards, or her designee will be the OGR representative on this Agreement. Prosper Portland Executive Director, Kimberly Branam or her designee will be Prosper Portland's representative on this Agreement. These representatives (the "Representatives") will confer at mutually agreed intervals to address issues related to this Agreement including service needs and policy clarification.

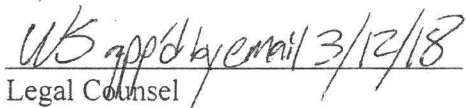
- 7. **Conflict Resolution.** The Representatives will exercise good faith in expeditiously resolving any conflicts informally and in mutually agreeable manner. If conflicts cannot be resolved by the Representatives, then the matter shall be elevated to the Mayor or the Executive Director for Prosper Portland, and thereafter to the City Council and Prosper Portland Board of Commissioners.
- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument, which instrument will become effective only upon execution of one or more counterparts by each of the Parties hereto. Such execution may be evidenced by original or facsimile signatures.
- 9. **Merger.** This Agreement represents the full understanding of the Parties and supersedes any prior or contemporaneous agreements, whether oral or in writing, between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

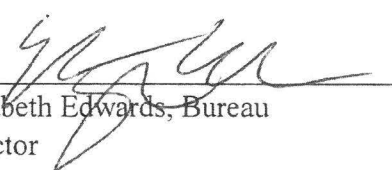
Prosper Portland

By: 
 Kimberly Branam, Executive Director

Approved as to form:


 Legal Counsel

Office of Government Relations

By: 
 Elizabeth Edwards, Bureau Director

Approved as to form:


 City Attorney