

**FY 2009-10 Intergovernmental Service Level Agreement
Bureau of Development Services Fee Review Project**

This Intergovernmental Service Level Agreement (“Agreement”), dated this _____ day of _____, 2010 (“Effective Date”), is made and entered into by and between the **City of Portland** (the “City”) and the **Portland Development Commission** (“PDC”) (collectively the “Parties”).

RECITALS

A. PDC, 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 of this implementation it has established expertise in economic development activities whose scope is restricted to the City’s urban renewal areas.

B. A cooperative relationship between the Commission and the City will be beneficial to facilitate a professional services contract to perform a financial forecast and fee structure review supporting the Bureau of Development Services budget and forecast.

C. Funding has been appropriated in the City’s FY 2009-10 revised budget to fund the abovementioned study.

D. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.

E. The Office of Management and Finance (“OMF”), as the City’s budget liaison to PDC has been identified as the bureau responsible for managing this agreement.

AGREEMENT

1. Parties

Portland Development Commission

Main Contact: Tony Barnes

City of Portland, Office of Management and Finance

Main Contact: Doug Le

2. Term and Termination

This Agreement runs for Fiscal Year 2009-2010, that is July 1, 2009 to June 30, 2010.

- a. The full amount of funds for 2009-2010 is authorized in the City’s current fiscal year’s budget.

- b. To the extent that project and transfer funding spans multiple fiscal years, the City will encumber authorized funds if the funds are approved through budget appropriation. All funding is subject to budget appropriation.
- c. Either party may terminate the entire Agreement with 30 days prior written notice to the other.
- d. If this Agreement is terminated, the City shall reimburse PDC for expenses invoiced by the contractor and funds contractually committed, prior to the date of termination, in the course of performing the activities described in the Scope of Services.

3. Roles & Responsibilities

The City will send funds to PDC pursuant to the terms of Section 4 of this agreement.

4. Scope of Services

The City will provide reimbursement to PDC for all contract expenditures incurred by PDC for performing the study. The following deliverables are to be included in the scope of services of the contractor:

1. Research, test, and confirm all programmatic revenue and requirement growth assumptions for the fund in the next five fiscal years, starting with fiscal year 2010-11.
2. Provide written comments on the fund's Five-Year Financial Plan, including specific recommendations for improvements.
3. Review the fee structure for all programs in the fund to ascertain that reasonable fee increases are being proposed to recover the cost of services, including a proper level of reserve for each program.
4. Provide input on the overall economic outlook for residential and commercial development in the City of Portland over the next 24 months.

5. Deliverables & Payment Schedule

Deliverables from PDC will be as follows:

- a. PDC forward all work products of the contractor to the Office of Management and Finance.
- b. PDC will invoice OMF on a monthly basis for all work invoiced by the contractor that includes contractor name, services performed according to hourly rates of the contractor.

Payment Schedule:

PDC will bill OMF on a monthly basis based on expenditures incurred. The total reimbursable amount is \$6,800.

6. Administration & Dispute Resolution

Administration

The Parties will determine the frequency and scope of any necessary City/PDC meetings. The Parties may amend any provision of this Agreement in a writing signed by both parties hereto.

Dispute Resolution

If a dispute arises regarding the terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner:

- a. All conflicts should first be discussed and resolved, if at all possible, at the staff level.
- b. If the conflict cannot be resolved at the staff level, then the conflict should be elevated to the Main Contacts specified in Section 1 for discussion and resolution.
- c. Any conflicts not resolved by the Main Contracts shall be elevated to the signatories of this Agreement for discussion and resolution.

7. Approvals

IN WITNESS WHEREOF, the City of Portland, through the Office of Management and Finance and the Portland Development Commission has executed this Agreement as of the date on Page 1.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Sam Adams, Mayor

Bruce A. Warner, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel