

REGIONAL SMALL BUSINESS MENTORING PROGRAM
INTERGOVERNMENTAL AGREEMENT

Parties: City of Portland, an Oregon municipal corporation ("City")
1120 SW Fifth Avenue
Portland, OR 97204

The Port of Portland, an Oregon port district ("Port")
121 NW Everett Street
Portland, OR 97209

Recitals

A. The Port has an established program to provide skilled mentoring by persons experienced in business to small business protégés, including minority, women, emerging, and disadvantaged business enterprises as certified by the State of Oregon ("Program"). The Port currently funds two (2) and intends to continue this level of funding barring any unforeseen circumstances.

B. The parties wish to continue the Port's Program to provide regional mentoring services.

Agreement**1. TERM**

The term of this agreement shall be for five years. After the first 12 months of the agreement, a party may terminate its role in this agreement, including without limitation all of its duties, rights, and benefits under this agreement, upon six months written notice to all other parties. Upon such notice, the Port will refund money already paid to the Port on a pro rata basis from the effective date of the termination.

2. COMPENSATION

2.1 Rate of Compensation. The parties shall compensate the Port for program services based on the number of protégés position funded. The cost of each protégé position is \$15,000 per protégé per year. The City shall fund two protégé positions for a total cost of \$30,000 per year.

2.2 Reduction in Participation. After the first 12 months of the agreement, a party may reduce the number of protégé positions it funds upon six months written notice to all other parties. The Port shall refund money already paid to the Port on a pro rata basis from the effective date of the reduction in the number of protégé positions funded.

2.3 Use of Federal Funds Limited. Under no circumstances may a party use federal funds to pay an obligation under this Agreement without the Port's prior written consent and a fully executed amendment of this Agreement that establishes all rights and obligations that attach to any party, protégé, mentor, or consultant because of the use of federal funds.

3. MENTOR PROTÉGÉ ADVISORY BOARD

3.1 Membership. Each party to this Agreement shall assign one individual to represent it on the Mentor Protégé Advisory Board ("Board").

3.2 Meetings. The Board shall meet quarterly, and may meet at other times at a time and place mutually agreed upon by the Board members at least 60 days in advance.

3.3 General Function. The board will receive information from, and may provide advice to, the Port's Program Manager.

4. REPORTS

Quarterly Meetings. The Port shall provide each Board member with the following written information at least five calendar days before each quarterly meeting:

- Progress reports from monthly meetings with protégés;
- A summary of technical and business services provided to each protégé, with a statement of the cost of each service, and
- A summary of each protégé's success in meeting business plan objectives
- A schedule of work in progress for each protégé.

5. CONSULTANTS

Consultants to provide services to the Port or to protégés under the Program generally will be engaged for one year, with two options exercisable by the Port to extend the term for one additional year at a time. The performance of each consultant will be evaluated quarterly after each significant assignment. The evaluations will be by the Port's Program Manager, the protégé involved, and other parties. The results of the evaluations will be presented to the evaluated consultant, and will be considered by the Port in deciding whether to exercise an option to extend the contract term.

6. SELECTION OF PROTEGES

The Port shall consider the advice and recommendations of the board in selecting protégés for the Program. The Port will not select as a protégé a firm that is not likely to graduate from the Program. The Port will take into account the fact that a particular firm has done or sought substantial work with a party to this agreement, but that fact will not be dispositive in the Port's selection decision.

7. TERMINATION OF PROTEGES

The Port will notify the Board of any eliminated protégé. The Port will promptly report to the Board if a protégé elects to leave the Program. The Port will report the graduation of a protégé from the Program in one of the periodic reports required under this Agreement.

8. PAYMENT

The parties to this agreement will pay the Port annually in a lump sum.

9. CONFIDENTIALITY

The Board will need to review certain confidential documents and certain public records that may be exempt from public disclosure under Oregon's public records law. The Port will loan those documents and public records to the Board as they are needed. The documents and public records shall remain the property of the Port. None of those documents or public records may be copied or disclosed to anyone other than Board members and their respective support staffs. All of the documents and public records shall be promptly returned to the Port when they are no longer needed, but in no event later than any return date specified by the Port. All requests for disclosure of any of the documents or public records, included but not limited to those requested under Oregon's public records statutes, shall be promptly referred to the Port for action.

10. INTEGRATION AND MODIFICATION

This agreement is the entire agreement of the parties regarding the Program, supersedes all prior and contemporaneous agreements and communications regarding that subject, and may be modified only by a written amendment signed by the authorized representative of each party. An amendment signed by some, but not all, parties shall be binding on the parties that have signed.

11. SEVERABILITY

A binding determination that an element of this Agreement is void or unenforceable shall not affect the validity or enforceability of other elements of the Agreement.

12. SURVIVAL

Obligations that by their nature must survive the expiration or termination of this Agreement to be fully effective, shall survive, including but are not limited to indemnity and confidentiality obligations.

13. SIGNATURE

This Agreement may be signed in counterparts. A signature transmitted by facsimile shall be deemed valid and effective.

14. AUTHORITY

The individuals signing below warrant that they have full authority to execute this Agreement on behalf of the party for which they sign.

THE CITY OF PORTLAND

THE PORT OF PORTLAND

By: _____
Christine Moody, Chief Procurement Officer

By: _____
Bill Wyatt, Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney


CITY ATTORNEY

APPROVED AS TO FORM

Port of Portland Legal Council