

**FY 2010-11 Intergovernmental Service Level Agreement
General Fund Special Appropriations**

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 the implementation of specific economic development activities including target industry development, community economic development and small business loans on a citywide basis.
- C.** Funding has been appropriated in the City's FY 2010-11 adopted budget to fund the abovementioned economic development activities.
- 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: George Cornett

City of Portland, Office of Management and Finance

Main Contact: Claudio Campuzano

2. Term and Termination

This Agreement runs for Fiscal Year 2010-2011, that is July 1, 2010 to June 30, 2011.

- a. The full amount of funds for 2010-2011 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. If funding is not authorized or approved for a particular program or transfer, City may terminate the portion of this Agreement that addresses that program or transfer by written amendment to this Agreement.
- d. If funding is authorized for an additional program or transfer, City may add that program or transfer by written amendment to this Agreement, subject to PDC approval.
- e. Either party may terminate the entire Agreement with 30 days prior written notice to the other.
- f. If this Agreement is terminated, the City shall reimburse PDC for expenses incurred and funds contractually committed, prior to the date of termination, in the course of performing the activities described in the Scope of Services. If only a portion of this Agreement is terminated, the City shall reimburse PDC for expenses incurred and funds contractually committed, prior to the date of termination, in the course of performing the terminated program or transfer.

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 to PDC a total of \$2,325,482 in funding in the following amounts for the following economic development activities during the 2010-2011 Fiscal Year and PDC shall use the funding to implement those economic development activities as described below:

Programs:

- 1) Community Economic Development - \$565,000, consisting of:

Neighborhood Main Street Revitalization Program – \$500,000

The Portland Main Street program is designed to stimulate neighborhood business vitality throughout the City in order to help achieve Portland's goal of 20-minute neighborhoods, with specific focus on delivering resources and expertise to business districts outside urban renewal area.

One-Stop Permitting and Business Services Website - \$65,000

The One-Stop Permitting and Business Services Website will help rationalize the small business delivery system by creating a one-stop-shop for business owners seeking permits, information, and assistance from the City and service delivery partners.

2) Traded Sector Job Creation And Retention - \$1,231,607 consisting of:

Cluster Research and Industry Development - \$369,200

The City's Economic Development Strategy seeks to raise the national and international visibility and competitive profile of four industry clusters (clean tech and sustainable industries; active wear; advance manufacturing; and software).

Cluster Retention and Catalytic Industry Initiatives - \$393,207

Catalytic Initiatives are high impact, coordinated activities that advance the long-term competitiveness of target industry clusters designed to grow our job base and build the Portland region's competitive advantage and brand.

Targeted Business Recruitment - \$269,200

PDC engages in proactive, strategic industry recruitment for the City of Portland and on behalf of the region through a partnership with Regional Partners. PDC's current focus is on International and Clean Tech recruitment.

Seed Fund Initiative - \$200,000

This Fund will make investments of between \$25,000 and \$100,000 to start-ups at the earliest stage of development. The Fund will fill the most critical gap in funding for growing companies, increasing the job creation prospects for start-up firms and the pipeline of viable companies for later stage investors.

3) Other - \$528,875 consisting of:

APNBA - \$278,875

Funds provided for Alliance of Portland Neighborhood Business Associations' activities with small businesses.

Milepost 5 - \$250,000

Milepost 5 Studios is renovating the historic Baptist Manor into affordable live/work studios for artists. Funds shall pass through PDC and be loaned for construction, including kitchens, bathrooms, fire/life safety systems, a new boiler, domestic hot water system, painting, and landscape improvements at the 50,763 square foot historic building.

5. Deliverables & Payment Schedule

Deliverables from PDC will be as follows:

- a. PDC will provide monthly reporting, detailing financial & program activity, within 30 days of the month's end. The current year appropriations will be broken out into the following categories: Personal Services, Materials & Supplies, Financial Assistance, and Overhead and include actual, balances and output measures.
- b. PDC will provide year-end report, detailing financial & program activity, within 30 days of fiscal year end. The format will show any carry-over budget as well as current year appropriations. The current year appropriations will be broken out into the following categories: Personal Services, Materials & Supplies, and Financial Assistance and include actual, balances and output.

Payment Schedule:

PDC will bill OMF on a periodic basis based on expenditures incurred, or from time to time, as mutually agreed by the Parties in writing to fund budgeted programs. The total General Fund Special Appropriations is \$2,325,482.

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**

Kenneth L. Rust, Chief Administrative
Officer

Bruce A. Warner, Executive Director

APPROVED AS TO FORM: JWD
APPROVED AS TO FORM

Inda Meng

CITY ATTORNEY

APPROVED AS TO FORM:

Legal Counsel