

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND OFFICE OF
GOVERNMENT RELATIONS AND THE PORTLAND DEVELOPMENT COMMISSION**

This Intergovernmental Agreement (this "Agreement") is entered into as of the 1 day of July 2013 (the "Effective Date") by and between the **PORTLAND DEVELOPMENT COMMISSION** ("PDC") and **CITY OF PORTLAND OFFICE OF GOVERNMENT RELATIONS** ("OGR"). PDC and OGR may be referred to herein individually as a "Party" or together as the "Parties."

RECITALS

- A. By the authority granted in ORS 192.010 et al., units of local government may enter into an agreement with each other for the performance of any or all of the functions and activities that a party to the agreement has the authority to perform.
- B. OGR frequently performs functions that assist PDC with federal and state legislative matters which directly advance priorities in the PDC Strategic Plan.
- C. Recent examples of the assistance provided by OGR include linking federal elected officials to PDC's cluster strategy and neighborhood economic development initiatives through briefings and appearances at forums and roundtables.
- D. At the state level, OGR has provided assistance with tracking urban renewal legislation; facilitating state approval for PDC's expanded use of the Enterprise Zone program; and other legislative matters.
- E. In 2013-14 PDC will seek OGR assistance for agency priorities such as the federal EB-5 program, and other work centered on PDC's emerging business lines.

AGREEMENT

NOW THEREFORE, in consideration of the undertakings and mutual covenants of the Parties, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **The Work.** Under this Agreement, OGR will advance PDC priorities, as outlined in PDC's Strategic Plan and through staff direction. OGR will also track issues, resource opportunities, and access to the Oregon state and federal delegation and relevant public officials at the federal and state levels.

2. **Disbursement.** In consideration of the Work OGR agrees to perform PDC under this Agreement, PDC agrees to make a one-time payment of \$35,000 to OGR on or shortly after the Effective Date of this Agreement.
3. **Term.** This Agreement will be in effect from the Effective date until June 30, 2014 (the "Expiration Date"), unless this Agreement is terminated by the mutual written agreement of the Parties or extended for additional time.
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. **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.
6. **Governing Law.** This Agreement is governed by the laws of the State of Oregon. The Parties hereby consent to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon.
7. **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.

Portland Development Commission

By: 

Patrick Quinton, Executive Director

Office of Government Relations

By: 

Martha Pellegrino, Bureau Manager

Approved as to form:


Legal Counsel

Approved as to form:


City Attorney

CITY ATTORNEY

5/21/13