

FY 2013-14 Intergovernmental Service Level Agreement

This Intergovernmental Service Level Agreement ("Agreement"), dated this 30th day of July, 2013 ("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 PDC and the City will be beneficial to the implementation of specific economic development activities including target industry development, entrepreneurial development and community economic development on a citywide basis.
- C. Funding has been appropriated in the City's FY 2013-14 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 City Budget Office ("CBO"), 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, City Budget Office
 Main Contact: Tess Jordan

2. Term and Termination

This Agreement runs for Fiscal Year 2013-2014 that is July 1, 2013 to June 30, 2014.

- a. The full amount of funds for 2013-2014 is authorized in the City's current fiscal year's budget.

- b. 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.
- 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 incurred 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 to PDC a total of \$4,777,437 in funding in the following amounts for the following economic development activities during the 2013-2014 Fiscal Year and PDC shall use the funding to implement those economic development activities as described below:

Programs:

- 1) Neighborhood Economic Development - \$3,071,272, consisting of:

Neighborhood Commercial Corridors (\$748,000)

This program consists of:

Main Street Network is a community-led revitalization program designed to stimulate neighborhood businesses. In June 2010, Portland designated Alberta, Hillsdale, and St Johns as its first three Main Street districts. The districts receive grants for district administration, property and sustainability improvements, and promotional events. PDC also provides technical assistance to the districts in implementation of the Main Street approach, district design support, and organizational capacity building.

Neighborhood Prosperity Initiative focuses on six economically challenged business areas in East and outer Northeast Portland to build the capacity of community-based organizations to become active partners in neighborhood economic development. In addition to ongoing technical assistance and training provided by PDC, the districts will be eligible for a district administration and operations grant, marketing, promotions and branding grant, and a property improvement grant.

Venture Portland (\$295,000)

Funds provided to Venture Portland to support training, technical assistance, and small grants to Portland's neighborhood business district associations.

Small Business Support (\$870,327)

This is technical assistance for citywide small businesses. This will allow the City to support delivery of these services by qualified non-profit providers. Funding will be directed to fill gaps in business technical assistance services with a focus on stabilizing and growing small businesses with modest incomes, businesses located in economically challenged areas, and businesses whose owners may need services provided in languages other than English.

Included in Small Business Support is the EOI Microenterprise Program which is intended to spark wealth and job creation for startup entrepreneurs and businesses that have five or less employees and have income at or below 80 percent of Portland's median family income. The program is targeted towards business owners and entrepreneurs in underserved communities.

Workforce EOI (\$1,157,945)

The goal of this program is to raise the incomes of low income Portland residents through workforce development. All participants have incomes of 50 percent or less of the Portland area median family income and often face barriers to employment such as limited English proficiency, criminal histories, homelessness, drug and alcohol addictions, and lack of educational credentials and basic skills.

2) Traded Sector Job Creation & Retention - \$1,706,165 consisting of:

Cluster Development (\$1,346,165)

The City's Economic Development Strategy seeks to raise the national and international competitive profile of four target industry clusters (clean technology; athletic & outdoor; advance manufacturing; and software) through the retention and expansion of local companies and the strategic recruitment of firms to the city and region.

The Cluster Initiatives and Business Development Program include:

- Direct and referral business and technical assistance;
- High impact industry initiatives designed to advance the long-term competitiveness of target industry clusters strategic business recruitment; and
- International business development and export promotion.

Entrepreneurship Support (\$360,000)

Fostering entrepreneurship is a core component of the City's efforts to create high-paying jobs, support high-growth firms, commercialize local technologies and encourage broad economic opportunity. This program allocates investment funds to organizations focused on providing access to early-stage capital, mentoring and product development assistance to local entrepreneurs and startups. This program also supports initiatives designed to align resources for women and

minority entrepreneurs, attract startups to the city and encourage technology commercialization at local universities.

5. Deliverables & Payment Schedule

Deliverables from PDC will be as follows:

- a. PDC will provide periodic activity billings. The current year appropriations will be broken out into the following categories: Personnel Services, Materials & Supplies, Financial Assistance, and Overhead and include actuals and balances. Any major contracts (more than \$5,000) included in billings for Traded Sector programming will be listed with a brief explanation of service provided.
- b. PDC will provide regular reporting on a schedule to be agreed upon by the City and PDC.

Payment Schedule:

PDC will bill OMF on a periodic basis based on expenditures incurred, unless and to the extent the Parties agree in writing to alternate disbursement or payment arrangements. The total General Fund Special Appropriations is \$4,777,437.

6. Changes to Funding Allocations

The PDC Contract Signatory and the CBO Contract Signatory are authorized to increase funding, through a duly executed amendment to this Agreement, so long as sufficient funds have been appropriated in the City budget to cover the maximum amounts payable for economic development activities by the City under this Agreement, and sufficient funds have been appropriated for these economic development activities in PDC's Budget.

7. 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.

Approvals

The City of Portland, through the City Budget Office, and the Portland Development Commission have executed this Agreement as of the date on Page 1.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Andrew Scott, Budget Director

Patrick Quinton, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel