

**INTERGOVERNMENTAL AGREEMENT  
DEVELOPING PROSPERITY IN EAST PORTLAND**

This Intergovernmental Agreement (this "Agreement") is entered into as of the 17th day of June 2015 (the "Effective Date") by and between the **PORTLAND DEVELOPMENT COMMISSION** ("PDC") and **CITY OF PORTLAND OFFICE OF NEIGHBORHOOD INVOLVEMENT EAST** ("ONI"). PDC and ONI may be referred to herein individually as a "Party" or together as the "Parties". This agreement will terminate, unless otherwise renewed or extended by written agreement, on December 31, 2016.

**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. ONI, through the East Portland Action Plan ("EPAP") awards Municipal Project Partnership ("MPP") funds (the "MPP Funds") to initiatives that meet EPAP goals.
- C. PDC initiated the Neighborhood Prosperity Initiative ("NPI") in 2011, which created six NPI districts, four of which are located within the EPAP boundaries.
- D. Four NPI districts (Rosewood Initiative, Parkrose NPI, Division Midway Alliance, and Jade District) (collectively, the "Recipients") applied as *Developing Prosperity in East Portland* for the MPA Funds.
- E. The Recipients were awarded \$36,000 in MPP Funds to be split evenly among the Recipients.
- F. The Recipients intend to use the MPP Funds as part of the required match for receiving PDC funds under the NPI Grant Agreement between each Recipient and PDC (the "PDC Agreement").
- G. ONI desires to forward the MPP Funds to PDC, as its municipal partner, for ultimate disbursement to the Recipients for work to be done in East Portland with residents of East Portland.

## 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. **Disbursement.** On or about the Effective Date, ONI will forward the MPP Funds to PDC.
2. **Recipient Share; No Liability.** On or about ten (10) days after PDC's receipt of the MPP Funds from ONI, PDC shall disburse the MPP Funds in equal shares to the Recipients (each, a "Recipient Share") pursuant to a form of letter agreement acceptable to PDC. Upon the Recipients' acceptance of its Recipient Share, PDC shall have no liability in connection with the use of the MPA Funds. PDC's letter of agreement with the Recipients shall require the Recipients to comply with the reporting requirements set forth in the PDC Agreement with regard to the MPA Funds.
3. **Assignment.** Neither Party may assign or subcontract its rights, duties, or obligations under this Agreement without the prior written consent of the other Party.
4. **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.
5. **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.
6. **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.
7. **PDC's Termination of project with Recipient.** If PDC terminates its Grant Agreement with a Recipient and recovers unspent grant funds that were provided to PDC by ONI pursuant to this agreement, PDC shall return the recovered funds to the ONI.
8. **Termination of Agreement.** PDC and ONI may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated as provided in this paragraph, PDC shall return any unused funds that have not been distributed by PDC or spent by the Recipients as of the effective date of termination. Unless the Parties agree otherwise, Recipients shall finish any work and services which would require payment from any unused funds. Any funds that are provided by ONI to PDC and are not distributed to a

Recipient by PDC before the termination date shall be returned to ONI. Any unspent funds held by a Recipient on or after the Termination Date shall be recovered from the Recipient by PDC and returned to ONI.

9. **Insurance.** PDC shall ensure that Recipients provide certificates of insurance and additional insured endorsement forms, which name the City of Portland as an additional insured. PDC shall provide copies of Recipients' insurance certificates and additional insured endorsement forms upon ONI's request.

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**

**Office of Neighborhood Involvement**

By: \_\_\_\_\_

By: \_\_\_\_\_

Patrick Quinton, Executive Director

Amalia Alarcon de Morris, Exec. Director

Approved as to form:

APPROVED AS TO FORM

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
City Attorney

CITY ATTORNEY

By: \_\_\_\_\_

City Auditor