

INTERGOVERNMENTAL AGREEMENT

Transfer of Public Employee

[ORS 236.605]

This intergovernmental agreement (“Agreement”) is between the City of Portland (“City”) and Prosper Portland (“Prosper Portland”) (collectively, the “Parties”). This Agreement relates to the transfer of an employee from one public employer to another.

RECITALS

WHEREAS, as of July 1, 2023, the City will have transferred certain grants that are part of the Social Equity & Education Development (“SEED”) Initiatives Program to Prosper Portland, pursuant to an Assignment of Grant Agreements, dated Effective July 1, 2023 (the “Assignment”);

WHEREAS, Prosper Portland agreed to assume the duties and obligations under these assigned grants pursuant to the Assignment;

WHEREAS, the City has an employee (“Employee”) who will be transferred to Prosper Portland as part of the transfer of the assigned SEED grants; and

WHEREAS, the City and Prosper Portland desire to enter into this Agreement to arrange for the transfer of Employee from the City to Prosper Portland, as required by ORS 236.605 et seq.

AGREEMENT

The Parties agree as follows:

1. **Transfer.** Effective June 30, 2023, the following Employee will cease to be employed by the City and will become an employee of Prosper Portland: Akil Patterson. Following this transfer, the City may desire to consult with the Employee, or any other Prosper Portland employee, regarding the SEED program grants retained by the City and not assigned to Prosper Portland. The City understands and agrees that (a) such consultation, if any, will be in an advisory capacity only and the City will not rely on any information provided, (b) the Employee and Prosper Portland will not “approve” or otherwise assume any liability or responsibility for the accuracy or completeness of any information shared by Employee with the City in the course of any such consultation, and (c) the Employee, as an employee of Prosper Portland, is not accountable to the City and therefore will not be required to provide any consultation.

2. **Duties and Obligations of Prosper Portland.** Pursuant to ORS 236.610, as the receiving employer, Prosper Portland shall ensure that Employee is granted the following rights, which the Employee has the sole authority to waive:

A. Employee will be placed in a position “comparable” to the one at the City.

B. Employee’s salary may not be reduced because of the transfer for the first twelve (12) months following the transfer to Prosper Portland. After the initial twelve (12) months, Employee must be placed at the “closest salary to the position” under Prosper Portland’s salary schedule.

C. Employee shall retain all accrued sick and vacation leave and will begin accruing at Prosper's rate on June 30, 2023. Prosper will allow Employee to access leave time in accordance with its rules.

D. Employee shall retain any accrued seniority.

E. Prosper shall assume all obligations for unfunded PERS liability or surplus of the City, if any, as required by ORS 238.235.

F. Any waiting periods for coverage under Proposer's health insurance plan will be waived.

G. Nothing in this section shall be interpreted to mean Employee's employment is guaranteed. After transfer, Employee shall be subject to Prosper Portland's personnel policies and employment standards.

3. Duties and Obligations of the City. As the transferring employer, on the Effective Date, the City shall:

A. Liquidate Employee's accrued time off and pay Prosper Portland a sum equal to the number of hours of accrued leave retained multiplied by Employee's hourly rate.

B. Furnish all employment records to Prosper Portland.

4. Indemnification. Upon the Effective Date, the City's respective duties and obligations with respect to Employee shall terminate. The City shall indemnify and hold harmless Prosper Portland from and against any and all claims relating to Employee's employment that accrued prior to the Effective Date or acts forming the basis thereof originated prior to the Effective Date. Prosper Portland shall indemnify and hold harmless the City from and against any and all claims relating to Employee's employment that accrued on or after the Effective Date or acts forming the basis thereof originated on or after the Effective Date.

5. Compliance with Laws. Each party will comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this Agreement.

6. Third Party Beneficiaries. This Agreement has been made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement is intended to, or will, confer upon any other person any benefits, rights or remedies under or by reason of this Agreement.

CITY OF PORTLAND

PROSPER PORTLAND

Signature:

Signature:

Title:

Title: Kimberly Branam, Executive Director

Date:

Date:

Approved as to Form:

Alan D. Yoder, Deputy City Attorney