

**PORTLAND DEVELOPMENT COMMISSION**  
Portland, Oregon

**RESOLUTION NO. 6920**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND  
THE CITY OF PORTLAND FOR THE JOINT MANAGEMENT OF A  
FEDERAL GRANT FROM THE ECONOMIC DEVELOPMENT  
ADMINISTRATION.**

**WHEREAS**, the Economic Development Administration (“EDA”) approved a \$1,000,000 financial assistance award (the “Grant”) to the City of Portland (“City”) under The Jobs and Innovation Accelerator Challenge competition to fund the Portland Regional Clean Tech Advance Project (“Project”);

**WHEREAS**, the Portland Development Commission (“PDC”) adopted Resolution No. 6911 on November 9, 2011, to amend the FY 2011-12 Adopted Budget to accept the EDA grant funds;

**WHEREAS**, as a condition to the disbursement of the Grant funds, the EDA has required that the City be identified as the Lead Recipient of the Grant, that PDC be named as a Co-recipient of the Grant, and that the Grant be administered and managed jointly by the City and PDC pursuant to an intergovernmental agreement;

**WHEREAS**, the City and PDC will submit a grant amendment to the EDA to establish the City as the Lead Recipient and PDC as the Co-recipient of the grant award;

**WHEREAS**, the Project supports the growth of the clean tech and sustainable industry cluster, a stated goal of PDC’s Strategic Plan and Economic Development Strategy; and

**WHEREAS**, this expenditure is included in the FY 2011-12 Revised Budget and will not create a future unbudgeted obligation of the Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director is hereby authorized to enter into an Intergovernmental Agreement with the City of Portland, substantially in the form of Exhibit A attached hereto, for joint administration of the Grant from the EDA (the “IGA”);

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to modify the provisions of the IGA, either before or after execution, as the Executive Director determines is necessary or desirable to comply with the terms of the Grant or implement the Project, so long as such changes do not materially increase PDC’s risks or obligations, as determined by the Executive Director in consultation with PDC’s General Counsel; and

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon its adoption.

**Adopted by the Portland Development Commission February 22, 2012.**

  
Recording Secretary

## **Exhibit A**

### **IGA for Management of EDA Clean Tech Grant**

#### **Portland Development Commission**

#### **Board of Commissioners**

**February 22, 2012**

**Resolution No. 6920**

**Exhibit A includes this cover page and contains 12 pages:**

- Intergovernmental Agreement
  - Appendix A – Project Description
  - Appendix B – Project Budget
  - Appendix C – Work Schedule

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**Portland Development Commission**  
**And**  
**City of Portland**  
**for the**  
**Joint Administration of Federal Economic Development Administration Grant**  
**(Award No. 077906728)**

This Intergovernmental Agreement (“Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (“Effective Date”) is made and entered into by and between the **City of Portland** (“City”) and the **Portland Development Commission** (“PDC” or “Commission”).

**RECITALS**

1. The City and PDC applied to the federal Economic Development Administration (the “EDA”) for a grant to fund the Portland Regional Clean Tech Advance Project (as further described in Appendix A, the “Project”).
2. The EDA has awarded the City and PDC a grant in the amount of \$1,000,000 to fund the Project (the “EDA Grant”).
3. The Office of Management and Finance (“OMF”) has been identified as the City’s grant fiscal agent liaison to PDC.
4. The City and PDC desire to enter into this Agreement to set forth their respective rights and obligations in administering the EDA Grant and implementing the Project.

Now therefore, the parties agree as follows:

**AGREEMENT**

**I. SCOPE OF WORK**

- A. PDC SCOPE OF WORK.** In accordance with the terms and conditions of this Agreement, PDC shall:
1. Manage the budget for the Project substantially in accordance with the budget set forth in Appendix B attached hereto and incorporated herein by this reference (the “Budget”).
  2. Implement the Project, substantially in accordance with the work schedule set forth in Appendix C, attached hereto and incorporated herein by this reference, and primarily through the subrecipients designated in the application submitted to the EDA for the

EDA Grant (the “EDA Grant Application”). Project implementation shall include entering into a written agreement with each subrecipient that, among other things, requires the subrecipient to (a) implement a specified portion of the Project, (b) expend federal and matching funds (and utilize in-kind matching resources) on the specified portion of the Project consistent with the Budget, (c) submit periodic written requests for reimbursement of Project costs, (d) submit periodic written progress reports on implementation of the specified portion of the Project, and (e) comply with the applicable federal requirements.

3. As further described herein submit periodic Project Status Reports to the City on Project implementation.
4. In accordance with Section VI below, submit periodic written requests for reimbursement of Project costs to the City.

**B. CITY SCOPE OF WORK.** In accordance with the terms and conditions of this Agreement, the City shall:

1. Submit requests for reimbursement of Project costs to EDA consistent with the reimbursement requests received from PDC in accordance with Section VI below and promptly remit the funds received from the EDA, with respect to such reimbursement requests, to PDC.
2. Submit all reports and other information on the Project and the use of the EDA Grant funds to the EDA as required by the EDA or the applicable federal requirements.

representative; if unable to make a prior consultation, notice will be provided afterwards.

**B. Meeting Participation.**

1. The City and PDC Project Managers shall invite each other to attend all regular or significant Project meetings, participate in key decisions, and review and comment on draft deliverables.

**III. CONTRACT MANAGEMENT**

**A. PDC.**

1. **Contract Signatory.** The PDC Contract Signatory shall be Patrick Quinton, or such other person as designated in writing by the PDC Executive Director ("PDC Contract Signatory"). The PDC Contract Signatory is authorized to give notices and to carry out other PDC actions referred to herein, including termination of this Agreement as provided in Section VII.
2. **Contract Manager.** The PDC Contract Manager shall be Fran Breeding ("PDC Contract Manager"). The PDC Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

**B. City.**

1. **City Contract Signatory.** The City Contract Signatory shall be Rich Goward, Jr., or such other person as designated in writing by the City's Chief Financial Officer ("City Contract Signatory"). The City Contract Signatory is authorized to give notices and to carry out other City actions referred to herein, including termination of this Agreement as provided in Section VII.
2. **City Contract Manager.** The City Contract Manager shall be Eileen Roe ("City Contract Manager"). The City Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

**C. Management Staffing.**

1. A project manager shall be designated by the City and a project manager shall be designated by the PDC to carry out designated responsibilities related to the Project.

- a) The PDC project manager ("PDC Project Manager") shall be Chris Harder, or such other person as designated in writing by the Executive Director of the Portland Development Commission.
  - b) The City project manager ("City Project Manager") shall be Eileen Roe, or such other person as designated in writing by the City's Chief Financial Officer.
2. If either Project Manager is not performing or is not able to continue performing the responsibilities related to the Project, then a replacement Project Manager shall be designated as described above. If a replacement Project Manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities related to the Project.
  3. The PDC Contract Manager and the City Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either the PDC or the City desires to replace a Project Manager, or other key staff identified below, the party's Contract Manager shall notify the other Contract Manager in writing, and if required, they will meet to discuss and agree on adjusting the Project accordingly to provide adequate time to make such change.

#### **IV. PROJECT BUDGET**

As detailed in the Budget (Appendix B), the total estimated cost of the Project is \$2,074,500 for which Federal grant funding will be up to 48.20%, but not more than \$1,000,000. The required local match shall be provided by PDC and the subrecipients as identified in the EDA Grant Application.

#### **V. FUNDING / ALLOWABLE COSTS**

PDC may seek reimbursement from the EDA Grant, through the City, for allowable costs incurred for activities performed on the Project (including but not limited to allowable costs incurred by subrecipients). Allowable costs are those costs described in OMB Circular A-87 (entitled "Cost Principles for State, Local and Indian Tribal Governments") and generally include salaries, supplies, and other expenses that are reasonable and necessary for successful completion of the Project.

PDC shall notify the City Project Manager of any actual or anticipated variance between the Budget and the estimated cost or expenditure rate on the Project, promptly after the discovery thereof. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement.

#### **VI. BILLING AND PAYMENT PROCEDURE**

- A. PDC shall submit to the City a separate itemized billing for work performed on the Project for review and approval at least quarterly.

1. The City will reimburse all Allowable Costs satisfactorily documented in each itemized billing, to the extent of the reimbursement therefor received from the EDA.
  2. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
  3. Final billings upon early termination of the Agreement need to be received within sixty (60) days of the date of termination. If no bill is received within this time period, the City will have no obligation to honor late billings.
- B.** Each billing shall include a Project Status Report and a Billing Detail Report in a format created and/or approved by the Parties. At a minimum, each billing shall include:
1. a description of the nature and cost of work accomplished;
  2. the names, rates and hours worked of personnel;
  3. disbursements to consultants, contractors and outside vendors for materials and services; and
  4. any other specific detail or documentation required by the EDA or reasonably requested by the City.
- C.** If billings are received with incomplete information or disputed items, the City shall advise PDC in writing what specific information is missing or disputed. The City will proceed to process payment for items not in dispute.

## **VII. GENERAL**

### **A. Termination.**

1. The Termination Date of the Agreement is December 29, 2013.
2. Early Termination of Contract.
  - a) This Agreement may be terminated at any time by mutual written consent.
  - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
  - c) In the event of early termination of this Agreement, the work shall cease promptly and final billing requests submitted within sixty (60) days of the effective date of termination. In the event of early termination, Allowable Costs incurred through the date of the Agreement's termination will be reimbursed.

2. If the conflict cannot be resolved by the Project Managers, or involves one of the Project Managers, then the conflict should be elevated to the Contract Managers.
3. Any conflicts not resolved by the Contract Managers shall be elevated to the Contract Signatories for discussion and resolution.

**C. Compliance with Laws.** In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

**D. Indemnification.**

1. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, the City agrees to indemnify, hold harmless and defend, PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of the City, its officers, employees or agents under this Agreement.
2. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend, the City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

**E. Status Reports.** Unless otherwise agreed, PDC shall submit to the City quarterly and final progress reports and semi-annual and final financial reports as required by the EDA grant.

**F. Delivery / Maintenance of Records.** PDC and the City shall maintain records on a current basis to support billings against the EDA Grant funds. The Parties or their authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records regarding billings or work hereunder, for a period of three years after completion or termination of this Agreement.

## **VIII. AMENDMENTS**

**A.** Except as otherwise provided for in this Agreement, this Agreement may be amended only in writing signed by the Contract Signatories.

**B.** Changes to the Project or Budget:

1. Changes to the Scope of Work and Budget that do not increase the maximum permissible reimbursement, as set forth in Section IV, may be made upon written agreement by the Project Managers identified in Section III of this Agreement
2. Changes will not take effect or be binding on either party until agreed to in writing.



**IX. MERGER CLAUSE**

This Agreement contains the entire agreement between PDC and the City. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

IN WITNESS WHEREOF, the City of Portland and the Portland Development Commission have executed this Agreement as of the Effective Date.

**CITY OF PORTLAND**

**PORTLAND DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Richard F. Goward, Jr., Chief Financial Officer

\_\_\_\_\_  
Patrick Quinton, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
LaVonne Griffin-Valade, City Auditor

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

APPROVED AS TO FORM:

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

## **APPENDIX A**

### **PROJECT DESCRIPTION**

The Project's EDA investment will focus on two priorities in the Portland-Vancouver region: 1) the commercialization of technologies into new products in the region's high-growth Clean Technology cluster, and 2) the integration of the region's traditional manufacturing industries into fast growing Clean Technology sectors. Four activities will be undertaken to foster the competitiveness of the region's Clean Technology cluster: 1) technology commercialization, 2) supply chain development, 3) product diversification and process re-engineering, and 4) a cluster opportunities report to support replication in other communities.

## APPENDIX B

### Project Budget

<b>Item</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total</b>
1. Personnel	\$39,598	\$270,000	\$309,598
2. Fringe Benefits	\$0	\$0	\$0
3. Travel	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5. Supplies	\$0	\$0	\$0
6. Contractual	\$900,000	\$0	\$900,000
7. Construction	\$0	\$0	\$0
8. Other	\$60,402	\$804,500	\$864,902
Total Direct Charges	\$1,000,000	\$1,074,500	\$2,074,500
9. Indirect Charges	\$0	\$0	\$0
<b>Grand Total</b>	<b>\$1,000,000</b>	<b>\$1,074,500</b>	<b>\$2,074,500</b>

## APPENDIX C

### WORK SCHEDULE

Objective/Task	Date/Period of Completion
<b>Grant Setup:</b> Establishment of process and procedures to distribute subawards to subrecipients; development of subrecipient reporting criteria and process	January 2012
<b>Commercialization:</b> Disbursement of subaward to Oregon Built Environment and Sustainable Technologies Center (Oregon BEST) to be used with its existing commercialization grant program	February-March 2012
<b>Commercialization:</b> Selection of commercialization grant program winners that will receive assistance into commercializing their technology into new products	June 2012
<b>Supply Chain Development:</b> In coordination with the Columbia River Economic Development Council (CREDC) and the Cowlitz Economic Development Council (CEDC), identify candidate firms to take advantage of supply chain integration services, including meetings with potential buyers, market analysis and trade show participation.	Ongoing
<b>Supply Chain Development:</b> Take qualified companies to Clean Tech trade shows. Services offered include trip subsidies, trade show planning, buyer meeting scheduling, etc.	2 Trade Shows in 2012; 2 Trade Shows in 2013
<b>Product Diversification:</b> In partnership with the Northwest Collaboratory for Sustainable Manufacturing (NWCSM) establish selection criteria and selection process to match eligible manufacturing companies with the appropriate university team.	January 2012
<b>Product Diversification:</b> Match 5 manufacturing companies to university teams to jointly work on research and development (R&D) and product diversification strategies.	June 2012

<b>Objective/Task</b>	<b>Date/Period of Completion</b>
<b>Cluster Opportunities Report:</b> Complete study looking at our regional approach, best practices and lessons learned, and identification of the grant's measurable economic impacts.	September 2013

# PDC

PORTLAND DEVELOPMENT COMMISSION

## Resolution Number 6920

Title:

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE PORTLAND DEVELOPMENT COMMISSION  
AND THE CITY OF PORTLAND FOR THE JOINT  
MANAGEMENT OF A FEDERAL GRANT FROM THE  
ECONOMIC DEVELOPMENT ADMINISTRATION.**

Adopted by the Portland Development Commission on February 22, 2012.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Aneshka Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Charles Wilhoite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

### Certification

**The undersigned hereby certifies that:**

*The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.*

  
\_\_\_\_\_  
Recording Secretary

Date: February 22, 2012.