

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6713

**INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
PORTLAND TO PROVIDE FUNDING OF \$3,515,284 FOR PDC
TO IMPLEMENT ECONOMIC DEVELOPMENT ACTIVITIES ON
A CITYWIDE BASIS**

WHEREAS, PDC, as the duly-designated Urban Renewal agency of the City of Portland (“the City”), is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects. As part of this implementation, the Portland Development Commission (“PDC”) has established expertise in economic development activities which, to the extent they are financed through the use of urban renewal tax increment revenues are restricted to the City’s urban renewal areas;

WHEREAS, the City and PDC desire that PDC implement certain of PDC’s economic development activities, including target industry development, small business loans, and storefront improvements, on a citywide basis, and the City is willing to provide funding to PDC to do so;

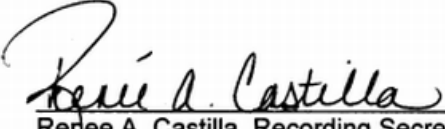
WHEREAS, the City and PDC desire to enter into an agreement to establish the terms and conditions by which the City will provide funding to PDC to implement economic development activities on a citywide basis; and

WHEREAS, both the City and PDC have budgeted \$3,515,284 to fund these economic development activities.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to execute the Intergovernmental Agreement with the City of Portland substantially in the form affixed hereto as Exhibit A; and

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

Adopted by the Portland Development Commission on June 10, 2009.


Rerlee A. Castilla, Recording Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND THE CITY OF
PORTLAND
GENERAL FUND SPECIAL APPROPRIATIONS**

This Intergovernmental Agreement (“Agreement”), authorized pursuant to ORS 190.110, is entered into this ____ day of _____, 2009, (“Effective Date”) by and between the **City of Portland**, acting by and through its Office of Management and Finance (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, PDC has established expertise in economic development activities which, to the extent they are financed through the use of urban renewal tax increment revenues, are restricted to the City’s urban renewal areas.
- B.** The City and PDC desire that PDC implement certain of PDC’s economic development activities, including target industry development, small business loans, and storefront improvements, on a citywide basis, and the City is willing to provide funding to PDC to do so.
- C.** The City and PDC desire to enter into an agreement to establish the terms and conditions by which the City will provide funding to PDC to implement certain economic development activities on a citywide basis.

AGREEMENT

1. Parties

Portland Development Commission

Main Contact: George Cornett

City of Portland, Office of Management and Finance

Main Contact: Claudio Campuzano

2. Term and Termination

This Agreement runs for Fiscal 2008-2009, that is July 1, 2008 to June 30, 2009.

- a. The full amount of funds for 2008-2009, authorized in the City's current fiscal year's budget, is \$3,515,284.
- b. Either party may terminate the entire Agreement with 30 days prior written notice to the other.

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 funding for the following economic development activities in the following amounts and PDC shall use the funding to implement those economic development activities as described below.

Programs:

- 1) Citywide Storefront - \$500,000

One-time funds provided to continue the Citywide Storefront Improvement program, which provides cash grants of up to \$20,000 to business and property owners in eligible neighborhoods.

Dekleyn, Dana – Senior Project Program Coordinator

Johnson, Pam – Project Program Coordinator

Lenard, Sherry - Assistant Program Coordinator

- 2) Small Business Opportunity - \$754,488

This portion of PDC economic development activities includes one-time funding of approximately \$550,000 in one-time and \$232,000 in ongoing funds to fund business technical assistance and enhance staff support for film and video, enterprise zone, and small business coordination activities.

Staffing is in Target Industry Development.

- 3) Small Business Loan Fund - \$400,000

One-time funds provided to continue a program which aims to encourage job growth citywide by specifically targeting small business operations through loans with a flexible payback provision.

Atiemo, Fred – Senior Business & Industry Manager

Fitzgerald, Neal – Loan Closer

- 4) Target Industry Development - \$1,027,000

Target Industry Development includes ongoing funds (\$727,000) and one-time funds (\$300,000) for Targeted Industry/Traded Sector development (focusing on sustainable industries, traditional manufacturing, high tech, and design and creative services).

Baugh, Gerald – Business & Industry Manager

Boussi, Lynne – Senior Project Program Coordinator

Cunningham, Peter – Division Manager

Evans, Randy – Senior Project Program Coordinator

Fine, Michael – Film & Video Permit Specialist

Johnson, Kevin – Senior Project Program Coordinator

Nolfi, Jennifer – Business & Industry Manager

McCarthy, Megan – Project Program Coordinator

Neal, Pamela – Senior Project Program Coordinator

Sears, Colin – Business & Industry Manager

5) Staff Transfer (One-Time Funded) - \$23,796

This amount is the net difference in cost between a position in the Mayor's Office being transferred to PDC and a position at PDC being transferred to the Mayor's Office. The Mayor's Office film and video permit specialist position is being eliminated, and a corresponding position will be added in PDC to better coordinate with PDC's Economic Development Department.

Staffing is in Target Industry Development.

Transfers:

6) APNBA - \$310,000

Ongoing funding for Alliance of Portland Neighborhood Business Associations activities with small businesses. PDC will enter into appropriate agreements to transfer this funding to APNBA.

No associated staffing.

7) Minority Chambers - \$500,000

One-time funds provided to minority chambers (African American Chamber and Hispanic Metropolitan Chamber) for small business technical assistance. PDC will enter into appropriate agreements to transfer this funding to the minority chambers.

No associated staffing.

5. Deliverables & Payment Schedule

Deliverables from PDC will be as follows:

- a. PDC will provide quarterly reports detailing both financial and program activity within 30 days of each quarter's end. The quarterly reports will be broken out into the following categories: Personal Services, Materials & Supplies, and Financial Assistance and include actual, balances and output.
- b. PDC will provide year-end report detailing both financial and program activity within 30 days of fiscal year end. The year-end reports will be broken out into the following categories: Personal Services, Materials & Supplies, and Financial Assistance and include actual, balances and output.

Payment Schedule:

PDC will bill OMF on a quarterly basis in the amount of \$878,821. The total General Fund Special Appropriations is \$3,515,284.

6. 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.

7. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

9. Law. Oregon law, without reference to its conflict of laws provisions, shall govern this Agreement and all rights, obligations and disputes arising out of the Agreement .

10. Severability/Survival. If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

11. No Third Party Beneficiary. City and PDC are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

12. Merger Clause. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

7. Approvals

IN WITNESS WHEREOF, the City of Portland, through the Office of Management and Finance and the Portland Development Commission have executed this Agreement as of the date on Page 1.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Kenneth L. Rust, Chief Administrative
Officer

Bruce A. Warner, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6713

Title:

INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO PROVIDE FUNDING OF \$3,515,284 FOR PDC TO IMPLEMENT ECONOMIC DEVELOPMENT ACTIVITIES ON A CITYWIDE BASIS

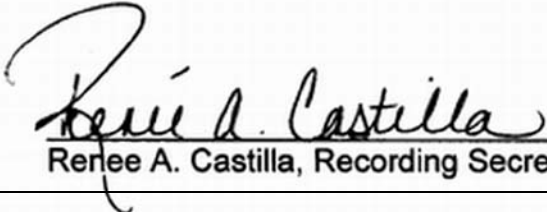
Adopted by the Portland Development Commission on June 10, 2009.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Scott Andrews	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Consent Agenda		<input 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.


Renee A. Castilla, Recording Secretary

Date: June 11, 2009