

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6570

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE BUREAU OF PLANNING FOR THE PORTLAND
PLAN/CENTRAL PORTLAND PLAN PROJECT IN AN AMOUNT
OF \$1,489,956**

WHEREAS, the Portland Development Commission (“PDC”) has, through (Resolution #6474) adopted by the PDC Board of Commissioners (“Board”) May 23, 2007, authorized the study of selected central city urban renewal plans to: (i) consider revision of current boundaries; (ii) increase maximum indebtedness; and (iii) extend the time to issue bonded indebtedness (collectively, the “Study”);

WHEREAS, elements of the Study have led to the need for review of potential areas that may be formed into a potential new urban renewal area in the downtown area;

WHEREAS, the Bureau of Planning (the “Bureau”) is the City of Portland’s designated bureau for long-term planning and is responsible for developing a long-term vision for future land use, economic and physical development throughout the City and developing plans, policies, strategies, studies and partnerships that advance the City’s long-term vision;

WHEREAS, the Bureau is undertaking a process to develop a new Central Portland Plan, the first comprehensive look at the central city in 20 years which will include but not be limited to policy issues related to urban form, housing, transportation, economic development and sustainability;

WHEREAS, the Central Portland Plan is a component of the Portland Plan, which entails an update to the City’s Comprehensive Plan, major transportation system plans and update to the City’s economic development strategy and other elements;

WHEREAS, the PDC Economic Development Department is in the process of developing an updated Economic Development strategy in cooperation with the Bureau;

WHEREAS, the Bureau has worked cooperatively with PDC on the Study and will be providing additional valuable assistance in completing the contemplated amendments;

WHEREAS, this expenditure is included in the South Park, Downtown Waterfront and River District Urban Renewal Area budgets adopted for 2007-08 and in requested budgets for 2008-09 and 2009-10 fiscal years; and

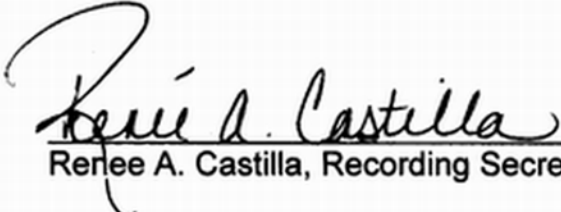
WHEREAS, the City Council approved Ordinance No. 181358 on October 17, 2007 and Ordinance No.181383 on October 31, 2007 which delegates to the Bureau Director and the City Auditor the authority to enter into intergovernmental agreements with PDC that are substantially similar to the intergovernmental agreement by and between the Bureau and PDC attached hereto (the “IGA”).

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to enter into the IGA with the Bureau for fiscal years 2007-08, 2008-09 and 2009-10 substantially in the form attached as Exhibit A specifying PDC to provide \$1,489,956 to the Bureau for the work related to the Portland Plan and the Central Portland Plan;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the IGA prior to and subsequent to execution, if such changes, in the opinion of the Executive Director and General Counsel, do not materially change PDC's obligations or risks; and

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

Adopted by the Portland Development Commission on April 23, 2008.



Renee A. Castilla, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Bureau of Planning
For the
Portland Plan/Central Portland Plan Project

This Intergovernmental Agreement (“Agreement”), dated this _____ day of _____, 2008, (“Effective Date”) is made and entered into by and between the **City of Portland, Bureau of Planning** (“Planning” or “Bureau”) and the **Portland Development Commission** (“PDC” or “Commission”). Bureau and PDC may be referred to herein jointly as the “Parties” or individually as a “Party”.

RECITALS

1. 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.
2. Whereas Bureau is responsible for long-range planning for the City of Portland, including developing the City's long-term vision for future land use, economic and physical development throughout the City and developing plans, policies, strategies, studies and partnerships that advance the City's long-term vision; and
3. A cooperative partnership between Commission and Bureau will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. 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.
5. City Council, through Ordinance No. 181358, which was duly adopted by City Council on October 17, 2007, delegated to the Director of the Bureau and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the above referenced Ordinance.
6. City Council, through Ordinance No. 181383, which was duly adopted by City Council on October 31, 2007, amended Ordinance No. 181358 to add an emergency clause authorizing the Director of Planning to sign an agreement with PDC immediately upon passage of that ordinance.

Now therefore, the Parties agree as follows:

AGREEMENT

I. SCOPE OF WORK

A. Background: Bureau is undertaking a process to develop a new Central Portland Plan, the first comprehensive look at the Central City in 20 years. Policy issues will include, but are not limited to: urban form, housing, transportation, economic development, and sustainability. The Central Portland Plan is a component of the Portland Plan, which entails update to the City’s Comprehensive Plan, major transportation system plans (Central Portland Transportation Management Plan, Streetcar Plan), an update to the City’s economic development strategy and other elements.

The Portland Plan is an opportunity to clarify the City’s roles and priorities to position Portland within the world and regional economies to remain a prosperous city, building on our competitive strengths and our core values. The city will partner with the Portland Development Commission (PDC) to develop short- and long-range direction for economic development. PDC is spearheading an effort to create a five-year Economic Development Strategy concurrently with the Portland Plan.

The work on the Central Portland Plan and Portland Plan (collectively, the “Project”) is funded by General Fund and PDC for FY 0708 and will seek budget authority through FY 09-10.

The Party for whom the work is being performed, and who will be compensating the other Party for performing the work, shall be referred to in this Agreement as the “Funding Agency”. For purposes of this Agreement, PDC is the Funding Agency.

The Party performing work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency”. For purposes of this Agreement, Bureau is the Performing Agency. The tasks set forth in this Agreement shall collectively be referred to as the “Scope of Work”).

For Fiscal Year 2007 – 2008, the Performing Agency shall perform the following tasks:

Task A: Perform tasks to initiate the Central Portland Plan and support the Westside Urban Renewal Study.

1. Prepare a Central City Assessment report and technical reports on specific Central City issues including the zoning bonus system, criteria for designation of the Central City Plan area, known issues with the Central City Plan District zoning code, the Central City Transportation Management Plan (CCTMP) and options for sustainability metrics for use in development of new Central City and citywide policy.
2. Support interagency process to compile background research and identify critical issues for the Portland Plan and its Central Portland Plan and Economic Development Strategy elements. Convene interagency Technical Working Groups (TWGs) by

- policy area including: urban form, economic development, housing, environment, infrastructure, and sustainability.
3. Provide research and technical support for the Westside Urban Renewal Study which will prepare recommendations regarding expiration of Downtown Waterfront and South Park Blocks URA, potential expansion of the River District URA, and issues to be addressed in the Central Portland Plan.
 4. Develop and finalize the scope of work for the Portland Plan and Central Portland Plan including coordination with the Economic Development Strategy. Seek Planning Commission and City Council approval of the scope of work in March 2009.

Task B: Commence the Portland Plan and Central Portland Plan. The final schedule for completion of the Portland Plan and its Central Portland Plan will be set with the completion of Task A.4 in August 2008.

1. Undertake plan development and public engagement to produce a Policy Framework for the Portland Plan and Central Portland Plan by June 2009. This Policy Framework is a statement of policy directions and decisions and will be used to develop the draft Policy Plan in Task C.
2. Organize a series of Portland Plan Summit public meetings to be held June 2008. This will be a kick-off event for the Portland Plan and Central Portland Plan and Citywide Economic Development Strategy.
3. Convene Central Portland Plan Advisory Group, which will be the stakeholder group providing review and guidance of the Central Portland Plan throughout the Policy Plan phase.
4. PDC will lead a community effort to identify potential new urban renewal areas for downtown. PDC will collaborate with Portland's Bureau of Planning to ensure that these urban renewal opportunities and challenges are addressed in the Central Portland Plan Update. PDC shall initiate a study to identify and preliminarily evaluate potential future urban renewal areas (URAs). The final scope of work of this study will be developed by PDC in collaboration with Bureau. It will estimate the potential for tax increment finance revenue generation for parts of the Central City not currently in URAs. The analysis will be based on current zoning and staff defined development scenarios. The draft study is scheduled to be complete by October 2008.
5. Initiate additional technical studies of specific issues and major development sites. These studies are to provide background for the development of the Policy Plan and sub-district plans. The final list of studies will be developed as a result of the initial Central City Assessment with input from PDC. The studies could include the following:
 - a. An economic development background study of industrial sectors and space to focus in more detail on Central City issues.

- b. Additional analysis of retail development conditions and potential Central City wide.
- c. Urban design and development studies of major redevelopment sites such as the Central Post Office, the Rose Quarter and Blanchard Building, Lincoln High School, and OMSI area.
- d. Development of a new land use inventory and 3D base map model
- e. Transportation and parking analyses
- f. Housing studies including potential market and needs analyses

For Fiscal Year 2008-2009, the Performing Agency shall perform the following tasks:

Task C: Continue development of the Central Portland Plan element of the Portland Plan to be used as the basis for completing development of a Draft Plan based on framework by December 2009. Initiate the first phase of Central City subdistrict plans.

1. Complete the Policy Framework by June 2009.
 - a. Develop development scenarios for Central Portland used to illustrate and evaluate the policy choices.
 - b. Develop a draft Concept Plan
 - c. Hold public engagement process
 - Regular meetings with the Central Portland Plan advisory group
 - Public workshops to develop the Policy Framework and alternative scenarios
 - Regular meetings with community and business organizations
 - Briefings for PDC and other commissions
 - Planning Commission and City Council hearings
2. Participate in a PDC led process and assist in completing the potential future urban renewal areas study (Task B.4) and conduct a public process to develop recommendations regarding potential future URAs. This PDC led process will be integrated into the Central Portland Plan process. The recommendations will be used to identify the boundaries and phasing of the Central Portland Plan sub-district plans. The URA recommendations will be included as part of the draft Policy Framework scheduled to be available in draft March 2009.
3. Begin refinement of the Policy Framework into a draft Policy Plan
4. Conduct additional technical studies of specific issues and major development sites. The studies are a continuation of, build upon or are more specific studies that the corresponding Tasks in B.5. The studies could include the following:

- a. Economic analyses. This continues or follows Task B.5.a.
- b. Retail analyses. This continues or follows Task B.5.b.
- c. Additional studies of major development sites (i.e. Post Office, Rose Quarter/Blanchard). This continues or follows Task B.5.c.
- d. Study of options for restructuring and simplifying the Central City code, This follows Task B.5.d.
- e. Transportation analyses. This continues or follows Task B.5.e.
- f. Housing analyses. This continues or follows Task B.5.f.

Task D: Implementation plans

1. Begin development of a first round of up to three sub-district plans, which include detailed plans addressing urban form (meaning coordinated land use/transportation/environment) plans, development and design policies and infrastructure plans.
2. For sub-districts identified and approved in Task B, develop an urban renewal plan(s) with PDC.
3. Begin development of a new central city code
 - a. Develop options for simplified development code structure, approaches and provisions that accomplish the objectives of the Policy Plan.
 - b. Develop options for a new zoning bonus system and menu.
 - c. Develop options for simplified CCTMP code structure, approaches and provisions that accomplish the objectives of the Policy Plan.

For Fiscal Year 2009-2010, the Performing Agency shall perform the following tasks:

Task E: Complete implementation plans

1. Complete development of the first round of sub-district plans
2. Adopt new urban renewal area(s)
3. Begin and complete development of the second round of sub-district plans, including a Lower Albina Sub-Area Study

Scope of Work, Schedule and Budget

Plan			Budget FY 2007-08				
Work Item	Description	⁽¹⁾ Timeline Completion	Personal Services	Materials & Services	⁽²⁾ Outside Contracts	Total PDC Budget	Other Funding Sources
A	Portland Plan/Central Portland Plan Phase 1: Project Design	July 2007-Aug 2008	\$208,133	\$5,000	\$412,302	\$329,967	\$295,469
A.1	Prepare a Central City Assessment and reports on specific Central City issues	July 2007- Jan 2008					
A.2	Conduct interagency research process to produce report of conditions and issues.	July 2007- March 2008					
A.3	Provide research and technical support for the Westside Urban Renewal Study	July 2007- Mar 2008					
A.4	Develop and finalize the scope of work for the Portland Plan and Central Portland Plan.	March - Aug 2008					
A.5	Work Product: 1. Assessment and TWG Reports 2. Final work plan adopted 3. Central Portland - Existing Urban Design and Development Framework						
B	Central Portland Plan- Phase 2: Policy Framework	Apr 2008	\$138,756	\$5,000	\$424,297	\$109,989	\$458,063
B.1	Begin development of a Policy Framework document for the Portland Plan and Central Portland Plan	Apr. 2008 June, 2009					
B.2	Organize and hold Portland Plan / Central Portland Plan Summit	June 2008					
B.3	Convene Central Portland Plan Advisory Group	Sept 2008					
B.4	Begin study of potential for future urban renewal areas and develop draft recommendations	Mar – Oct 2008					
B.5	Prepare additional technical background studies	July 2007 – Dec 2008					
B.6	Work Product: 1. Portland Plan Summit program and proceedings 2. Results of other technical studies						
TOTAL	AUTHORIZED BUDGET Cost Not To Exceed				\$836,599	\$439,956	\$753,532

Plan			Budget FY 2008-09				
Work Item	Description	⁽¹⁾ Timeline Completion	Personal Services	Materials & Services	⁽²⁾ Outside Contracts	Total PDC Budget	Other Funding Sources
C	Policy Plan Development.	June- Dec. 2009	245,023	10,000	480,000	250,000	485,023
C.1	Complete development of the Policy Framework document for the Portland Plan and Central Portland Plan	June, 2009					
C.2	Complete study of potential for future urban renewal areas and develop draft recommendations	Mar 2009					
C.3	Begin development of a draft Policy Plan for the Portland Plan and Central Portland Plan	July – Dec. 2009					
C.4	Conduct additional technical studies	July 2008 – June 2009					
C.5	Work Product: 1. Policy Framework 2. Major site studies						
D	Implementation Plan Development		163,349	10,000	670,000	350,000	493,349
D.1	Begin first round of Central Portland sub district plans and new URA plan based on draft policy framework.	Mar 2009- Mar 2010					
D.2	Begin development of urban renewal plan(s) with PDC (for sub-districts identified and approved in Task B)	Mar 2009 – Mar 2010					
D.3	Begin development of a new central city code	June 2009 – Dec 2010					
D.4	Work Product: 1. Work scopes for development of 1 st round of sub district and ura plans						
TOTAL	AUTHORIZED BUDGET Cost Not To Exceed				1,150,000	600,000	978,372

Plan			Budget FY 2009-10				
Work Item	Description	(1) Timeline Completion	Personal Services	Materials & Services	(2) Outside Contracts	Total PDC Budget	Other Funding Sources
E	Implementation Plan Development		\$420,623	\$20,000	\$800,000	\$450,000	\$790,623
E.1	Complete first round of Central Portland sub district plans and new URA plan based on draft policy framework.	Feb 2009- Mar 2010					
E.2	Adopt new urban renewal area plan	June 2010					
E.3	Develop second round of Central Portland sub district plans	Dec 2009 – Dec 2010					
E.4	Work Product: 1. Central City Plan sub district plans 2. New urban renewal area plan						
TOTAL	AUTHORIZED BUDGET				\$800,000	\$450,000	\$790,623
	Cost Not To Exceed						

(1) More detailed Project schedules identifying milestones dates are encouraged and may be attached to this Agreement as an exhibit.

(2) Includes Interagency Agreements funding other City Bureaus.

Breakdown by Urban Renewal Area and Fiscal Year			
	FY 2007-08	FY 2008-09	FY 2009-10
River District	\$146, 652	\$233,500	\$175,125
South Park Blocks	\$146, 652	\$29,338	\$22,004
Downtown Waterfront	\$146, 652	\$46,648	\$34,986
Central Eastside	\$0	\$73,732	\$55,299
Oregon Convention Center	\$0	\$75,761	\$56,820
Interstate	\$0	\$141,021	\$105,766
PDC Total	\$439,956	\$600,000	\$450,000

C. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Scope of Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for authorized work.

Central City Team

- | | | |
|-----------------|-------------------------------|-----------------------------|
| 1. Joe Zehnder, | Principal Planner | Base Rate: \$51.47 per hour |
| 2. Steve Iwata | Bureau Project Manager | Base Rate: \$33.44 per hour |
| 3. Karl Lisle | City Planner II | Base Rate: \$30.47 per hour |
| 4. Troy Doss | Senior Planner | Base Rate: \$35.01 per hour |
| 5. Karen Bean | Sr. Project Mgr (Summit) | Base Rate: \$39.00 per hour |
| 6. Kristin Belz | City Planner II | Base Rate: \$26.38 per hour |
| 7. TBD | City Planner I | Base Rate: \$23.99 per hour |
| 8. Rob Wolfson | Planning Assistant | Base Rate: \$14.09 per hour |
| 9. Karen Bean | former Bureau Project Manager | Base Rate: \$33.44 per hour |

Urban Design Group

- | | | |
|-------------------|----------------------|-----------------------------|
| 10. Arun Jain | Chief Urban Designer | Base Rate: \$48.09 per hour |
| 11. Mark Raggett, | CP II urban design | Base Rate: \$30.47 per hour |
| 12. Lora Lillard, | CP II urban design | Base Rate: \$27.69 per hour |
| 13. TBD, | CP II urban design | Base Rate: \$26.38 per hour |

Historic Preservation Team

- | | | |
|---------------------|-----------------|-----------------------------|
| 14. Nicholas Starin | City Planner II | Base Rate: \$30.47 per hour |
| 15. Liza Mickle | City Planner I | Base Rate: \$27.69 per hour |

Technical Services

- | | | |
|---------------------|--------------------|-----------------------------|
| 16. Kevin Martin | GIS Technician III | Base Rate: \$31.73 per hour |
| 17. Jessica Richman | Code Editor | Base Rate: \$35.01 per hour |
| 18. Ralph Sanders | Graphics | Base Rate: \$35.01 per hour |
| 19. Christine Rains | Graphics | Base Rate: \$22.56 per hour |
| 20. Karen Lucchesi | Admin | Base Rate: \$14.03 per hour |

D. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Scope of Work.

1. Robert Alexander, Special Projects Manager

E. Special Scope of Work Provisions.

1. A portion of the Scope of Work will be performed by consultants under contract to the Performing Agency. The specific work programs and types of subcontractors will be identified and approved by the PDC Project Manager as part of Task A.4.

2. It is possible that additional Planning staff may become available to work on the Project in a support role. Such staff is not identified above. Written PDC Project Manager approval of any additional staff shall be required prior to billing hours for Planning staff not identified above.

II. CONTRACT MANAGEMENT

A. Commission.

1. **Contract Signatory.** The Commission Contract Signatory shall be Bruce A. Warner, 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 Commission actions referred to herein, including termination of this Agreement as provided in Section V.
2. **Contract Manager.** The Commission Contract Manager shall be Lois Cortell ("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. Bureau.

1. **Bureau Contract Signatory.** The Bureau Contract Signatory shall be Gil Kelley, or such other person as designated in writing by the Director of the Portland Bureau of Planning ("Bureau Contract Signatory"). The Bureau Contract Signatory is authorized to give notices and to carry out other Bureau actions referred to herein, including termination of this Agreement as provided in Section IV.
2. **Bureau Contract Manager.** The Bureau Contract Manager shall be Celia Heron ("Bureau Contract Manager"). The Bureau 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 Bureau ("Bureau Project Manager"), and a Project Manager shall be designated by Commission ("PDC Project Manager") to carry out designated responsibilities related to the Scope of Work.
 - a) The Commission Project Manager ("PDC Project Manager") shall be Robert Alexander, or such other person as designated in writing by the Director of Development.
 - b) The Bureau Project Manager ("Bureau Project Manager") shall be Joe Zehnder or such other person as designated in writing by the Director of the Bureau of Planning and approved by the PDC Project Manager.

2. If either Project Manager is not performing or is not able to continue performing the responsibilities related to the Scope of Work, then the respective Contract Manager shall designate a replacement Project Manager. 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 designated in the Scope of Work.
3. The PDC Contract Manager and the Bureau Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either Commission or Bureau desires to replace a Project Manager, or other key staff identified in this Agreement, 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 Scope of Work accordingly to provide adequate time to make such change.

D. Approvals.

1. No work shall be performed and no funds shall be obligated on a task identified in the Scope of Work until this Agreement is executed.
2. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work.

E. Project Management.

1. The PDC Project Manager and the Bureau Project Manager will meet monthly at a minimum to remain up-to-date on Project progress, will participate in Consultant selection, will review all progress reports and invoices, and participate in a management team meeting as needed. The Bureau Project Manager(s) will manage all day-to-day aspects of the Project, oversee the work of all Bureau staff and any Consultants, review and approve any Consultant invoices, and be the City's primary public contact for questions regarding the Project.
2. The Bureau Project Manager will utilize standard methods of project management, budgeting, scheduling, filing and record keeping on this Project.

F. Public Involvement.

1. Where tasks require public involvement, Bureau and Commission will collaborate on the design of the public involvement plan that is endorsed by both Project Managers.
2. Bureau and Commission will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each Project Manager will inform the other of inquiry from a media or press representative and make reasonable efforts to consult with the other Project Manager prior to any verbal or written information on the Project being provided

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

- G. Meeting Participation.** The PDC and Bureau Project Managers shall invite each other to attend all regular or significant project meetings and to participate in steering, management, or technical advisory committees organized for the Project.
- H. Work Product.** The PDC Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.
- I. Subcontractors.** A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Scope of Work.

1. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the PDC Project Manager:
 - a) Portland Office of Transportation (PDOT)
 - b) Portland Parks Bureau (Parks)
 - c) Portland Office of Sustainable Development (OSD)

Work subcontracted to Bureaus will not be submitted to Funding Agency for payment, but will be paid by the Performing Agency from the funds it receives from the Funding Agency under this Agreement.

2. The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work.

J. Regional Arts & Culture Council (RACC) – Percent for Art Program

1. The RACC Percent for Art Program does not apply to this Agreement.

K. Minority and Women Owned Businesses, and Emerging Small Businesses

1. When Bureau is performing work for Commission, Bureau will employ its best efforts to meet or exceed the PDC's policing concerning fair contracting and utilization of Certified Firms.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A.** Commission shall pay Bureau a sum not to exceed \$1,489,956 for the Scope of Work to complete the Project, subject to budget authorization by the City Council / Commission.
- B.** Identify the Funds/URA(s) applicable: Downtown Waterfront, South Park Blocks, River District, Central Eastside, Interstate and Oregon Convention Center.
- C.** Fiscal Year 2007- 2008 funds are approved through budget appropriation. All future funding is subject to budget appropriation. It is acknowledged that project funding spans multiple fiscal years and that contract amounts identified for this Project's expenditures

in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the PDC Five-Year Budget Forecast, Commission staff agrees to recommend to the Commission Budget Committee that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.

- D.** The Project is supported by General Fund allocation for FY 2007-2008. General Funds will be requested for the Project's future year budgets as part of the City budget process.
- E.** Commission funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- F.** The Performing Agency may seek reimbursement from the Funding Agency for the costs set forth below, subject to the expenditure of these funds being for approved activities in the Scope of Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the PDC Project Manager may authorize a prepayment of future expense obligations.
 - 1. Direct Costs
 - a) Personal Services. Reimbursement for direct wages paid to personnel engaged in authorized work under this Agreement. Such reimbursement shall be calculated at the base hourly rate established in the Scope of Work.
 - b) Benefit Costs. Reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees. The benefit reimbursement shall be FIFTY SEVEN PERCENT (57%) of direct wages, which represents the average full benefit load attributable to city employees.
 - c) Materials & Services. Actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and Bureau or Commission support staff personal services where the expenditure is for carrying out authorized work under the Scope of Work and within the authorized budget.
 - d) Contracted Services. Reimbursement for contracted professional or construction services in carrying out authorized work under the Scope of Work and within the authorized budget.
 - 2. Indirect Costs. Reimbursement for overhead costs is at the rate established annually by the Commissioner in charge of the Bureau. For Fiscal Year 07/08 of this Agreement the rate is TWENTY FIVE PERCENT (25%) of Personal Services and Benefit Costs. Indirect costs pay for generally fixed costs related to the administration and operation of an organization, as well as program management costs including City Council charges, rent, telephone, power, insurance, office supplies, and equipment. The rate for supervisors and executive

management staff is FIFTEEN PERCENT (15%) of Personal Services and Benefits Costs.

3. The PDC Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditure rate of the Scope of Work. The Parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.

G. Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this contract unless mutually agreed to in advance.

IV. BILLING AND PAYMENT PROCEDURE

A. The Performing Agency shall submit to the PDC Contract Manager a separate itemized billing for work performed as described in the Scope of Work for review and approval at least quarterly.

1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
2. Final billings upon early termination of the Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
3. Current City plans include implementation of a new SAP enterprise business system in fall 2007 and spring 2008. Both Parties acknowledge that this implementation may affect their ability to meet the above described timelines; however, each Party shall make reasonable efforts to do so.

B. Each billing shall include a Project Status Report and a Billing Detail Report in a format created and/or approved by the Funding Agency. 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 as desired by the PDC Contract Manager.
5. A template report shall be discussed and agreed to as part of the Project's kickoff meeting.

- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the billing party in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

V. GENERAL

A. Termination.

1. The Termination Date of this Agreement is December 31, 2010.
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 a project, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the project's termination will be reimbursed.

B. Conflict Resolution. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, the Parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

1. All conflicts should first be discussed and resolved if at all possible by the Project Managers specified in Section II.
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 specified in Section II for discussion and resolution.
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, Bureau 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 attorneys fees, resulting from or arising out of the activities of Bureau, 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, Bureau, 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. Subcontracting.** Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the PDC Project Manager. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement, including the Funding Agency policies identified in Section II.K. Notwithstanding approval by the PDC Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.
- F. Ownership of Work Product.** Unless otherwise agreed to in writing by both Parties, ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (collectively, the “Work Product”) will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products.
1. The Work Product shall remain the property of the City of Portland and PDC.
- G. Status Reports.** Project Status Reports are required to be submitted beginning within 60 days after execution of this Agreement and thereafter with each billing, at least quarterly. A failure to produce Project Status Reports will be brought to the attention of the Contract Manager by the PDC Project Manager. Repeated failure to submit Project Status Reports may result in the Funding Agency withholding payment.
- H. Delivery / Maintenance of Records.** The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.
- I. Funding Acknowledgement / Signage.**
1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between Bureau and PDC and, if appropriate, financed by “*the [insert appropriate name] Urban Renewal Project*”.

2. For projects involving construction activities funded by Commission, Bureau shall display a sign near the construction site and readily visible to the public, specifying that the project is being "*funded by the Portland Development Commission's [insert appropriate name] Urban Renewal Project*". The sign shall remain in place until construction is complete.

VI. AMENDMENTS

- A. Except as otherwise provided for in this Agreement, Bureau or PDC may amend this Agreement only in writing signed by the Contract Signatories.
- B. Changes to the Scope of Work:
 1. Changes to the Scope of Work, including changes to scope, schedule, and budget which do not increase the total compensation under this Agreement, may be made upon written agreement by the Project Managers identified in Section II of this Agreement.
 2. Changes will not take effect or be binding on either Party until agreed to in writing.

VII. MERGER CLAUSE

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

[Signature page to follow]

IN WITNESS WHEREOF, the City of Portland, through the Portland Bureau of Planning and the Portland Development Commission has executed this Agreement as of the Effective Date.

CITY OF PORTLAND _____		PORTLAND DEVELOPMENT COMMISSION _____
Gil Kelley, Director, Portland Bureau of Planning Executed under authority delegated by Ordinance No. 181358, passed by Council on October 17, 2007, and as amended by Ordinance No. 181383 on October 31, 2007.		Bruce A. Warner, Executive Director
Gary Blackmer, City Auditor		APPROVED AS TO FORM:
_____		_____
APPROVED AS TO FORM:		PDC Legal Counsel
_____ City Attorney		

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6570

Title: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE BUREAU OF PLANNING FOR THE PORTLAND PLAN/CENTRAL PORTLAND PLAN PROJECT IN AN AMOUNT OF \$1,489,956

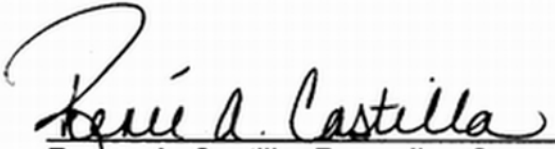
Adopted by the Portland Development Commission on April 23, 2008.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Mark Rosenbaum, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Sal Kadri	<input checked="" 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"/>	Charles Wilhoite	<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"/> 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: April 23, 2008