

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6551

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH PORTLAND PARKS AND RECREATION IN THE
AMOUNT OF \$750,000 TO COMPLETE THE RENOVATION OF
PATTON SQUARE PARK IN THE INTERSTATE CORRIDOR
URBAN RENEWAL AREA**

WHEREAS, renovation of Patton Square Park, located on Interstate Avenue and N. Emerson Avenue, was identified as a priority project within the Killingworth MAX Station area in the 2002 *Interstate Station Area Revitalization Strategy*;

WHEREAS, from 2005 through 2006, the Portland Development Commission ("PDC") and Portland Parks and Recreation ("PP&R") conducted a public community survey and design workshop to identify preferred improvements in Patton Square Park;

WHEREAS, PDC has previously signed an agreement with PP&R to design, engineer and begin construction on Patton Square Park under the FY 2006-07 Master Intergovernmental Agreement between PDC and PP&R, dated December 21, 2006;

WHEREAS, PP&R is partnering with PDC to design and construct these improvements at Patton Square Park, and on August 29, 2007, by Ordinance No. 181232, the City Council authorized PP&R to construct such improvements on behalf of PDC, and the PP&R Director is authorized to enter into a new Intergovernmental Agreement between PDC and PP&R, substantially in the form of Exhibit A attached hereto (the "IGA") by the Council action that authorized the PP&R Director and the City Auditor to execute agreements using the template that formed that the basis of the attached IGA; and

WHEREAS, the estimated cost to construct the improvements set forth in the IGA is \$750,000, which exceeds the Executive Director's contract authority, thereby requiring PDC Board of Commissioners ("Board") authorization.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to enter into and execute the IGA with PP&R to renovate Patton Square Park on behalf of PDC and for an amount not to exceed \$750,000; and

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

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



Renee A. Castilla, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Parks & Recreation
For the
Patton Square Park Project

This Intergovernmental Agreement (“Agreement”), dated this _____ day of _____, 2008, (“Effective Date”) is made and entered into by and between the **City of Portland, Parks & Recreation Bureau** (“Parks” or “Bureau”) and the **Portland Development Commission** (“PDC” or “Commission”).

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. Bureau is responsible for parks, open space, and recreation operations, services and improvements within the City.
3. A cooperative partnership between the Commission and the 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 181232, which was duly adopted by City Council on August 29, 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.

Now therefore, the parties agree as follows:

AGREEMENT

I. SCOPE OF WORK
A. Background

1. PDC is charged by the Interstate Corridor Urban Renewal Area Plan (2000) with carrying out activities that support neighborhood revitalization and increased livability in the Interstate Corridor Urban Renewal Area.
2. The planning, outreach, design services and management for parks and trail/natural areas will carry forth objectives set forth in the Interstate Corridor Urban Renewal Area Plan calling for the improvement and development of parks and open space areas to increase neighborhood livability. These objectives were further described in the Community Livability Strategy (2002) and provide the framework for the work described herein.
3. Specific Interstate park priorities and a schedule for implementation were identified and described in the Interstate Parks Needs Assessment (2003), which was created collaboratively by Parks, the Interstate Parks subcommittee, and PDC staff.
4. PDC, as lead agency responsible for management, budgeting and implementation of the Interstate Corridor Urban Renewal Area Plan, has allocated funds for improving parks, open spaces, trails and natural areas in FY 2007-2008, drawing on the goals and priorities in the above referenced documents.
5. Patton Square Park (the “Project”) is located at N. Interstate Avenue and Emerson Street. It is one of the few green spaces along the new Interstate Max line. The renovation of this dilapidated park will include a new central plaza, walking paths and playground and better access and connection to the adjacent Interstate Firehouse Cultural Center (IFCC). The new design will respect the park’s many beautiful mature trees.
6. A master plan was completed in Fiscal Year 2005 – 2006. Limited funding was also initially identified for Phase 1 work to include path lighting. Later in the FY additional funding became available and the scope was increased.
7. A decision was reached not to phase the Project but rather to carry over the FY 05/06 funds to FY 2006 –2007, and design and construct the entire Project at one time. In FY 2006 – 2007 the construction documents for the entire Project were completed and advertised with a bid opening in June 2007. Funds for construction were then carried over to FY 2007 – 2008. Construction began in August 2007 and is scheduled for completion in December 2007. The Project is scheduled to be opened to the public in June 2008.

B. Schedule of Work and Budget

Plan			Budget FY 2007-08			
Work Item	Description	Timeline Completion*	Personal Services	Materials & Services	Outside Contracts	Total PDC Budget
A	Patton Square Park Improvements		\$40,000.	\$32,000	\$663,548	\$735,548
A.1	Parks Project Management	June 2008	15,000			15,000
A.2	Public Involvement	June 2008	5,000	1,000		6,000
A.3	Lango Hansen Consultants Construction Assistance	Dec. 2007			11,408	11,408
A.4	Coordination and review of design and construction changes	Dec. 2007				
A.5	Parks Construction Management	June 2008	20,000			20,000
A.6	Parks Owner Furnished (Irrigation, Electrical, Permits, Natural Gas Relocation)	Nov. 2007			31,000	31,000
A.7	RACC	June 2008			13,384	13,384
A.8	Construction	Dec. 2007			638,200	638,200
A.9	Work Product: Completed construction Improvements	June 2008				
Other	Contingency					15,008
TOTAL	AUTHORIZED BUDGET Cost Not To Exceed		\$40,000	\$32,000	\$662,372	\$750,000

* More detailed Project schedules identifying milestones dates are encouraged and can be attached to this agreement as an exhibit.

C. 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”.

D. The party performing work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency”.

E. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the work described above. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for authorized work. The Funding Agency Project Manager will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform work under the Agreement. Failure of the Funding Agency to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager’s receipt of a written request for authorization from the Performing

Agency shall be deemed as authorizing the identified personnel to perform work under the Agreement.

1. George Lozovoy, Project Manager
2. Liz Moorehead, CIP Manager
3. John Guiher, Construction Manager
4. Susan Watt, Construction Manager
5. Colleen Keyes, Public Involvement
6. Elizabeth Kennedy Wong, Public Involvement

F. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the work described above.

1. Kate Deane, Development Manager
2. Carol Herzberg, Senior Project Coordinator

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 Zari Santner, or such other person as designated in writing by the Director of the Portland Parks and Recreation Bureau ("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 Liz Moorhead ("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 the Bureau ("Bureau Project Manager"), and a Project Manager shall be designated by the 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 **Carol Herzberg**, or such other person as designated in writing by the Director of Development.
 - b) The Bureau Project Manager ("Bureau Project Manager") shall be **George Lozovoy**, or such other person as designated in writing by the Director of Portland Parks and Recreation 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 the Commission or the Bureau desires to replace a Project Manager, or other key staff identified in the Scope of Work, 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 project 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. Weekly construction meetings will take place as required with IFCC, PDC and Parks staff to coordinate Project issues.
2. Project Managers will notify each other of any issues, problems or costs which significantly affect the Project.

F. Public Involvement.

1. Where projects require public involvement, the Bureau and the Commission will collaborate on design of the public involvement plan that is endorsed by both Project Managers.
2. The Bureau and the 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 Funding Agency and the Performing Agency 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 Funding Agency 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 contracts with 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) Lango Hansen Landscape Architects
 - b) PCR, Inc Contractors
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 Bureau will be responsible for complying with the Regional Arts & Culture Council (RACC) as outlined in Chapter 5.74 Acquisition of Public Art of Resolution No. 36308. The Bureau will dedicate two percent of the total Eligible Costs. PDC will provide funding for this requirement and has allocated funds in its budget and PP &R will implement it.

2. With estimated Project construction costs of approximately \$669,200, the expected contribution to RACC will be approximately \$13,384. These funds will go to a pool fund for future Parks/PDC projects within the Interstate Corridor Urban Renewal Area requiring compliance with the RACC Percent for Art Program.

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

When the Bureau is performing work for the Commission, the Bureau will employ its best efforts to meet or exceed the PDC utilization goals for Emerging Small Businesses and Women and Minority owned-businesses.

L. Special Contract Management Provisions

1. The Bureau Project Manager will approve all change orders.
2. The PDC Contract Manager shall review and approve all changes to the contract value equal to or greater than \$2,500 once the actual and anticipated change orders total 50% of the contingency.
3. All change orders that are reviewed by PDC shall be approved by the PDC Project Manager within 3 days of submittal by the Bureau.
4. To prevent construction delays, emergency change orders will not require PDC approval and any PDC approved changes may be communicated through email.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The *Commission* shall pay the *Bureau* a sum not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.)** for accomplishment of the Schedule of Work, subject to budget authorization by the *Commission*.
- B. Project is in the Interstate Corridor Urban Renewal Agency.
- C. The full amount of funds is authorized in the current fiscal year's budget. If the Project funding spans multiple fiscal years, the Commission will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission 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. 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.

- E.** The Performing Agency may seek reimbursement from the Funding Agency for the following costs, 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 Funding Agency 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.
 - 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 shall be at the rate established annually by the Commissioner in charge of the Bureau. For Fiscal Year 07/08 of this Agreement the rate is NINETY EIGHT PERCENT (98%) of Personal Services and Benefit Costs. Indirect costs pay for administrative time and generally fixed costs related to program management costs including City Council charges, central administration costs, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.
 3. The Funding Agency 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.
- F.** 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 Funding Agency 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 Funding Agency 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 the Agreement is December 31, 2008.
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 the 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, all 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 Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform work under the Agreement. Failure of the Funding Agency to notify the Performing Agency in writing of denial of authorization within 10 business

days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform work under the Agreement. 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. Notwithstanding approval by the Funding Agency 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 (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. Prior to completion of the Project, the Funding Agency shall own all Work Product.
2. Upon satisfactory completion of the Project, the Funding Agency shall transfer ownership of the Work Product to the Performing Agency, unless the Funding Agency retains ownership of the underlying real property or the improvements, in which case the Funding Agency will retain ownership of the Work Product after completion of the Project. If ownership of the real property or improvements transfers to the Performing Agency, upon completion of such transfer the Funding Agency shall transfer ownership of the Work Product. If the Project is not completed, the Funding Agency shall retain ownership of the Work Product.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Status Reports. Project Status Reports are required to be submitted with each billing, at least quarterly. These should include a brief description of work performed on the Project during that period and any outstanding issues that need to be addressed. A failure to produce Project Status Reports will be brought to the attention of the Contract Manager by the Funding Agency 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 the Bureau and the Commission and, if appropriate, financed by Interstate Corridor Urban Renewal Area.
2. For projects involving construction activities funded by the Commission, the 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 Interstate Corridor Urban Renewal Project*". The sign shall remain in place until construction is complete.

VI. AMENDMENTS

A. Except as otherwise provided for in this Agreement, the Bureau or PDC may amend this Agreement only in writing signed by the Contract Signatories.

B. Changes to the Schedule of Work:

1. Changes to the Schedule 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 the 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 Bureau and PDC have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Zari Santner, Director, Portland Parks
and Recreation Bureau
(Executed under authority delegated by
Ordinance No.181232, passed by
Council August 29, 2007, 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 6551

TITLE: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH PORTLAND PARKS AND RECREATION IN THE AMOUNT OF \$750,000 TO COMPLETE THE RENOVATION OF PATTON SQUARE PARK IN THE INTERSTATE CORRIDOR URBAN RENEWAL AREA


Adopted by the Portland Development Commission on January 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 type="checkbox"/>	Sal Kadri	<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"/>	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 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.


Renee A. Castilla, Recording Secretary

Date: January 31, 2008