

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6851

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN
INTERGOVERNMENTAL GRANT AGREEMENT WITH THE
CITY OF PORTLAND BUREAU OF PLANNING AND
SUSTAINABILITY IN THE AMOUNT OF \$620,000**

WHEREAS, the Portland Development Commission (“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;

WHEREAS, the City’s Bureau of Planning and Sustainability (“BPS”) has initiated the Central City 2035 Plan, a component of the City’s land use comprehensive plan known as the Portland Plan;

WHEREAS, BPS promotes integrated land use planning and development based on sustainability principles and practices, as well as develops and implements policies and programs that provide environmental, economic, and social benefits to residents, businesses, and government, which strengthen Portland's position as an international model of sustainable practices and commerce;

WHEREAS, Downtown Waterfront, River District, North Macadam, South Park Blocks; Oregon Convention Center, Central Eastside, and Interstate Corridor Urban Renewal Areas (collectively, the “Central City URAs”) have boundaries within the Central City 2035 planning area and implementation of urban renewal plans must be consistent with the Portland Plan;

WHEREAS, the Central City URAs will benefit from participation and coordination with the Central City 2035 planning process, including concept planning, review and modifications to zoning, and other updates and changes to subsequent district plans;

WHEREAS, the City Council (“Council”), through Ordinance No. 181358, which was duly adopted by Council on October 17, 2007, and amended by Ordinance No. 183661, passed by Council on April 7, 2010, delegated to the Director of BPS and the City Auditor the authority to enter into intergovernmental agreements with PDC, and the form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the above referenced Ordinance; and

WHEREAS, Council, through Ordinance No. 181383, which was duly adopted by Council on October 31, 2007, amended Ordinance No. 181358 to add an emergency clause authorizing the Director of BPS to sign an agreement with PDC immediately upon passage of that ordinance.

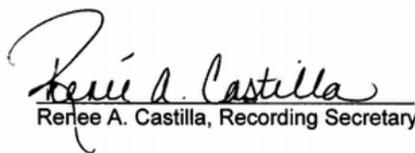
NOW, THEREFORE, BE IT RESOLVED that the PDC Board of Commissioners authorizes the Executive Director to enter into an Intergovernmental Agreement (“IGA”) with BPS for fiscal year 2010-11, substantially in the form attached hereto as Exhibit A, obligating

PDC to provide \$620,000 to BPS for specific services related to both Central City URA activities and the creation of the Central City 2035 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 in consultation with the 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 February 23, 2011.



Renee A. Castilla, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Bureau of Planning and Sustainability
For the
Central City 2035 Plan

This Intergovernmental Agreement (this “Agreement”) is made and entered into this 1st day of July, 2010 (the “Effective Date”) by and between the **City of Portland, Bureau of Planning and Sustainability** (“BPS”) and the **Portland Development Commission** (“PDC”).

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. BPS promotes integrated land use planning and development based on sustainability principles and practices. BPS also develops and implements policies and programs that provide environmental, economic and social benefits to residents, businesses and government, which strengthen Portland's position as an international model of sustainable practices and commerce.
3. A cooperative partnership between PDC and BPS 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. Council, through Ordinance No. 181383, which was duly adopted by Council on October 31, 2007, amended Ordinance No. 181358 to add an emergency clause authorizing the Director of BPS to sign an agreement with PDC immediately upon passage of that ordinance.
6. The Portland City Council (“Council”), through Ordinance No. 181358, which was duly adopted by Council on October 17, 2007, and amended by Ordinance No. 183661, passed by Council on April 7, 2010, delegated to the Director of BPS 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 Council through the above referenced Ordinance.

AGREEMENT

Now therefore, the parties agree as follows:

1. SCOPE OF WORK

A. Background BPS is undertaking a process to update the 1988 Central City Plan and this process will be known as Central City 2035 Plan (CC2035) (the “Project”), the first comprehensive look at the Central City in over 20 years. Policy issues will include, but are not limited to: urban form, housing, transportation, equity, economic development, and sustainability. The Project 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), and the recently adopted Climate Action Plan and Economic Development Strategy.

The Central City is the center of the economy for the Portland metropolitan region and the Columbia River Basin. It is also the regional center for arts and cultural activities; for retail, entertainment, and tourism; for higher education and lifelong learning; for urban living; and last, but not least, it is the center of the region’s vast multimodal transportation network.

The vitality of Central City faces numerous challenges not present when the last plans and policies for this area were adopted in 1988. Continued population growth, changing economic trends and conditions, and a host of potential impacts of global climate change on regional livability, economic viability, and environmental quality face us today. To meet the many challenges the Portland community must create a new plan now to guide investment and development. This will ensure that the Central City fulfills its important role in supporting the city and metropolitan region over the next two decades.

To address these challenges, the Project will be a new long-range plan intended to guide public and private investment and development in the Central City for 25 years, and produce new guiding policies, updated land use and urban design plans

The work on the Project is funded by General Fund and PDC for FY 02010-2011.

This Agreement is a continuation of a previous agreement for the Central Portland Plan, IGA 507034/Contract #53056. Products produced with this Agreement include the Central City Assessment Report, research and technical support of the Westside Urban Renewal Study, Central City Retail Research and Analysis Study, urban design analysis for minor league baseball in the Rose Quarter area, Central Portland Plan Outreach Chronicle, and partnership with ODOT to examine concepts for the I-405 Freeway in south end of downtown Portland.

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”).

B. Summary of Work and Budget

1. The Project will produce new guiding policies, updated land use and urban design plans, and more detailed sub-area plans for specific Central City districts. It will cover the area currently included in the Central City as well as a few areas on the periphery of the Central City, the development of which could affect or be impacted by the development of the Central City. The Project will be completed in two major phases.

Phase I – Concept Plan Development

Phase I produces a Concept Plan for the entire Central City that will be the foundation for the rest of the Plan. The Concept Plan will define the following:

- The desired overall direction for development for the Central City - including the role of the Central City in the region and its importance for the rest of the city.
- A new framework of guiding policies, general land use and urban design diagrams, major investments, and areas of expected change.
- The role and expectations for the different districts that make up the Central City.

Phase II – Plan Implementation

Quadrant Plans: The Project will look at the sub-districts of the Central City in more detail to refine and identify specific ways to implement the Concept Plans. These more detailed plans will address land use, urban design, transportation, public investments and private development entitlements.

Specific plans will be developed for each of four Central City sub-districts. Each of these Quadrant Plans will take 12 to 18 months with up to two plans underway at any given time.

The N/NE Quadrant will be the first of these plans. It includes Lower Albina, Rose Quarter, Convention Center and Lloyd District. The NE Quadrant Plan will incorporate emerging new plans for a redeveloped Rose Quarter. It will be undertaken simultaneously with an ODOT led process to identify improvements to the I-5 freeway from the Fremont Bridge to I-84. The scope for the next Quadrant Plan will also be delivered in Fiscal Year 2010-11. The second Quadrant Plan, currently expected to be the Southwest Quadrant, will commence in Fiscal Year 2010-11.

Central-City-wide issues: Phase II also will develop recommendations on a number of regulatory issues, identified as part of Phase I, that apply to the entire Central City and

Related Plans and Policies: The Project includes work on two major plans affecting the Central City - the *River Plan: Central Reach* and the *Central City Transportation Management Plan (CCTMP)*.

2. The following is a summary of the budget:

- For FY 2010/2011, the total project budget is \$1,068,884 with the Funding Agency contribution at \$620,000 and the Performing Agency contribution at \$448,884.
- A detailed description of the scope of work and the budget is set forth in Exhibit A (the “Scope of Work and Budget”) to this Agreement. The tasks, activities, and deliverables described in this section B and detailed in the Scope of Work and Budget shall be referred to in this Agreement as the “Work”.

Portland Development Commission						
Planning Bureau IGA						
				Adopted FY 2010- 11	Revised Add FY 2010-11	Total
Westside Central City Study	DTWF	320	H92110	15,000	4,789	19,789
Westside Central City Study	N MAC	325	H92110	15,000	4,787	19,787
Westside Central City Study	RD	330	H92110	150,000	47,872	197,872
Westside Central City Study	SPB	346	H92110	15,000	4,787	19,787
Eastside Central City Study	OCC	350	H60041	75,000	23,936	98,936
Eastside Central City Study	CES	355	H60041	50,000	15,957	65,957
Eastside Central City Study	IC	370	H60041	150,000	47,872	197,872
				470,000	150,000	620,000

2. CONTRACT MANAGEMENT

- A.** 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”. *PDC* shall be referred to herein as the Funding Agency.
- B.** The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency”. *BPS* shall be referred to herein as the Performing Agency.
- C. Funding Agency.**

1. Contract Signatory. The Funding Agency Contract Signatory shall be *Bruce A. Warner*, or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
2. Contract Manager. The Funding Agency Contract Manager shall be *Lois Cortell* (the "Funding Agency Contract Manager"). The Funding Agency 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.

D. Performing Agency.

1. Contract Signatory. The Performing Agency Contract Signatory shall be *Susan Anderson*, or such other person as designated in writing by the Performing Agency Director of the ("Performing Agency Contract Signatory"). The Performing Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section IV.
2. Contract Manager. The Performing Agency Contract Manager shall be *Joe Zehnder* (the "Performing Agency Contract Manager"). The Performing Agency 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.

E. Management Staffing.

1. A project manager shall be designated by the Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by the Funding Agency (the "Funding Agency Project Manager") to carry out designated responsibilities designated in this Agreement.
 - a) The Funding Agency Project Manager shall be Peter Englander, or such other person as designated in writing by Erin Flynn.
 - b) The Performing Agency Project Manager shall be Stephen Iwata or such other person as designated in writing by Susan Anderson and approved by the Funding Agency Project Manager.
2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, 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 this Agreement.
3. The Funding Agency contract manager and the Performing Agency contract manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or BPS desires to replace a project manager, or other key staff identified in section II.F. or

section II.G. of 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 any necessary adjustments to provide adequate time to make such change.

F. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

1	Joe Zehnder,	Principal Planner
2	Steve Iwata	Supervising Planner-Project Manager
3	Troy Doss	Senior Planner
4	Karl Lisle	City Planner II
5	Nicholas Starin	City Planner II
6	John Cole	City Planner II
7	Stephanie Beckman,	City Planner II
8	Shannon Buono	City Planner II
9	Elisa Hamblin,	Associate Planner
10	Diane Hale	Associate Planner
11	Mark Raggett,	Senior Planner Urban Design
12	Lora Lillard,	CP II urban design
13	Leslie Lum,	CP II urban design
14	Interns: Temporary	CSA II- one to three positions

G. Project Staffing – Funding Agency: The following Funding Agency personnel may be assigned to perform the Work.

1	Lew Bowers,	Central City Division Manager
2	Peter Englander	Central City Manager
3	Lisa Abuaf	Central City Manager
4	Steven Shain	Central City Manager

5	Kia Selley	Central City Manager
6	Irene Bowers	Senior Project/Program Coordinator
7	Kevin Brake	Senior Project/Program Coordinator
8	Eric Jacobson	Senior Project/Program Coordinator
9	Sarah Harpole	Senior Project/Program Coordinator
10	Trang Lam	Senior Project/Program Coordinator
11	James Mast	Senior Project/Program Coordinator
12	Geraldine Moyle	Senior Project/Program Coordinator
13	Katharine Krajnak	Project/Program Coordinator
14	Connie Kroker	Senior Administrative Assistant

H. Approvals.

1. No work shall be performed and no funds shall be obligated 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 and Budget.

I. Project Management.

1. The Funding Agency Project Manager and the Performing Agency Project Manager will meet monthly at a minimum to remain up-to-date on the Project progress, will participate in consultant selection, will review all progress reports and invoices, and participate in management team meetings as needed. The Performing Agency Project Manager will manage the day-to-day aspects of the Project, oversee the work of all BPS 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 Performing Agency Project Manager will utilize standard methods of project management, budgeting, scheduling, filing, and record keeping on the Project.
3. Project Status Reports are required to be submitted beginning within 90 days after the Effective Date of this Agreement and thereafter at a frequency of bi-annually. A template report shall be discussed and agreed to as part of the Project’s kickoff meeting.

J. Public Involvement.

1. Where projects require public involvement, BPS and PDC will collaborate on design of the public involvement plan that is endorsed by both project managers.

2. BPS and PDC will keep each other informed of written material (e.g., news releases, brochures, newsletters, 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 project manager 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.

K. Meeting Participation. Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

L. 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.

M. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager:
2. Portland Bureau of Transportation (PBOT): BPS will provide PBOT with \$130,000 for work on CC2035 Plan and Quadrant Plans. Tasks include transportation planning analysis, transportation modeling, coordination, and public involvements as it relates to the Project, Quadrant Plans, and the update of the CCTMP.
3. 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 and Budget.

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

City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

1. This Agreement does not have Eligible Costs for the Percent for Art Program, as described in City Code Section 5.74.020 and/or this Agreement does not have Eligible Funds for the Percent for Art Program as described in City Code Section 5.74.020.C.

O. Business and Workforce Equity

PDC's Business and Workforce Equity Policy is not applicable to the Project as there are no hard construction costs.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The *Funding Agency* shall pay the *Performing Agency* a sum not to exceed SIX HUNDRED TWENTY THOUSAND DOLLARS (**\$620,000**), subject to budget authorization by the *Funding Agency*.
- B. The funding is from the Downtown Waterfront Urban Renewal Area ("URA"), the North Macadam URA, the River District URA, the South Park Blocks URA, the Oregon Convention Center URA, the Central Eastside URA, and the Interstate Corridor URA. If a new Central City URA, it may fund Work expected to be completed in future fiscal years.
- C. When BPS is the Funding Agency, in most cases, as a City bureau with General Fund resources, BPS can only commit project funding for one fiscal year at a time. If the project spans multiple fiscal years, BPS will request carryover of unspent project funds into the next fiscal year. However, it is the decision of City Council (not BPS) whether to approve such carryover. Therefore it is possible under certain circumstances that Council will not approve carryover. In this case, BPS and PDC agree to review and renegotiate the balance of work in light of available resources.

When PDC is the Funding Agency and if the Project funding spans multiple fiscal years, PDC 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, PDC staff agrees to recommend to the PDC Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets. It is understood that Funding Agency total resources are decreasing. Performing Agency will provide the funding requirements for subsequent years by December 31, 2010 for PDC staff to incorporate into the 2011-12 budget process.

- D. The Performing Agency will be contributing approximately \$448,884 to the Project.
- E. PDC 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 following costs, subject to the expenditure of these funds for performance of the 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. Cover reimbursement for direct wages paid to personnel engaged in performance of the work.
- b) Benefit Costs. Cover 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. Cover actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and BPS or PDC support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
- d) Contracted Services. Cover reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.

2. Indirect Costs.

- a) The Parties shall cover their own indirect costs related to this Agreement.

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 expenditures described in the Scope of Work and Budget. 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 Agreement unless mutually agreed to in advance.

4. BILLING AND PAYMENT PROCEDURE

A. The Performing Agency shall submit to the Funding Agency Project 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 termination or early termination of this 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.

B. Each billing shall include 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, which can be reasonably provided by the Performing Agency.
- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

5. GENERAL

A. Termination.

1. The Termination Date of this Agreement is September 1, 2013
2. Early Termination of Agreement.
 - 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 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 Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A "significant" impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
 - a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
 - b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
 - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section 5. B. 2.

2. 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.
 - a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section 2.
 - b) 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 2 for discussion and resolution.
 - c) 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, BPS 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, BPS, 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 the Work under the Agreement, and its failure 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 the Work. 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. 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. All work products shall remain the property of the City of Portland and the Portland Development Commission.

G. 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.

H. 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 BPS.

6. AMENDMENTS

1. Except as otherwise provided for in this Agreement, BPS or PDC may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
 - a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget, identified in Section 1 of this Agreement, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section 2 of this Agreement
 - b) Changes will not take effect or be binding on either party until agreed to in writing.

7. MERGER CLAUSE

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

IN WITNESS WHEREOF, BPS and PDC have executed this Agreement as of the Effective Date.

CITY OF PORTLAND _____		PORTLAND DEVELOPMENT COMMISSION _____
Susan Anderson, Director, Portland Bureau of Planning and Sustainability (Executed under authority delegated by Ordinance No. 181358, passed by Council on October 17, 2007, as amended by Ordinance No. 181383 on October 31, 2007, and as amended by Ordinance No. 183661, on April 7, 2010.)		Bruce A. Warner, Executive Director
APPROVED AS TO FORM		APPROVED AS TO FORM:
_____ City Attorney		_____ Legal Counsel
_____ City Auditor		
_____ Date		

EXHIBIT A

WORK SCOPE FOR FY 2010-2011

OVERALL PROJECT GOAL-TIMELINE AND PRODUCTS:

Goal: CC2035 is to develop new 25-year comprehensive plan and land use plan for Central City that guides future public and private investment.

Timeline: CC2035 is a multi-year planning process and should be completed by 2013.

- a. Phase I: CC2035 Concept Plan-complete by June 2011
- b. Phase II-completion 2013.
 1. Quadrant Plan-complete updated Sub districts Plans for the currently adopted eight Central City Sub districts: N/NE Quadrant Plan (Lower Albina and Lloyd) NW Quadrant Plan (River District), SW Quadrant Plan (Downtown, University, Goose Hollow and South Waterfront), and SE (Central Eastside).
 2. Final CC2035 Plan.

Products:

- a. CC2035 Plan, including Quadrant Plans
- b. River Plan: Central Reach
- c. Update to the Central City Transportation Management Plan

PHASE I: CENTRAL CITY 2035 PLAN (CC2035) PHASE I-CONCEPT PLAN

Task I: CC2035 Concept Plan Development

Objectives:

- a. The CC2035 Concept Plan would establish new policy framework (goals, policies and objectives) for Central City as well as corresponding land use and urban design maps.
 1. The CC2035 Concept Plan will guide the creation of quadrant level implementation plans consistent with the Concept Plan, and will include additional policies, objectives and maps tailored to the specifics of each individual quadrant.
 2. The CC2035 Concept Plan will guide future changes to implementation measures, such as the zoning code.

Community Involvement

b. CC Advisory Group:

1. The Central City Advisory Group (CCAG) is established to advise the City of Portland (City) in the development of the CC2035 Concept Plan.
2. CCAG meeting will be open to the public and will include opportunities for public comments.

- c. **Bureau of Planning Website:** BPS will maintain a CC2035 Website that will to provide information on CC2035; access to reports; CCAG meeting agenda, minutes, committee materials; and information on future community events.

- d. Community Involvement:** BPS will develop a Community Involvement Strategy for the Phase I 2035 Concept Plan.
1. Community involvements opportunities could include open houses, workshops, and other activities to provide public input into the development of the CC2035 Concept Plan.
 2. BPS staff will meet with neighborhood, business, and other organizations during the development of the CC2035 Concept Plan.
 3. BPS staff will inform the Planning Commission, Design Commission, Landmarks Commission and Portland Development Commission during the planning process.

B. Introduction & Issue Identification

- a. Timeframe: summer 2010
- b. Project introduction, including defining the proposed process, provide information on existing conditions, as well as emerging trends, challenges, and opportunities facing Central City.
- c. Introduction to policy themes.

C. Exploration of Themes & Setting Direction

- a. Timeframe: Fall 2010:
- b. Exploration and refinement of policy issues and themes.
- c. Identity additional issues and themes for analysis based on community comments and CC2035 AG recommendations.
- d. Establish direction for the preliminary development of a conceptual framework of goals, policies, and objectives to be refined throughout the development of the plan.

D. Scenario Development

- a. Timeframe: Fall 2010
- b. Develop and analyze scenarios that would implement the emerging policy framework and direction of the plan.
- c. Develop preferred scenario the best implements policy framework.

E. Draft Plan

- a. Timeframe: Winter 2011
- b. Draft a staff recommended version of the CC2035 Concept Plan for the public review.
- c. Revised draft based on community comments.
- d. Prepare final Draft Plan for Planning and City Council.

F. CC2035 Concept Plan Adoption

- a. Timeframe: Spring 2009
- b. Portland Development Commission review and recommendations to Planning Commission and City Council.

- c. Planning Commission review and public hearing.
- d. City Council review and public hearing.

Task II: Central City 2035 Plan (CC2035) Phase I-Central City Transportation Management Plan Update.

A. Objectives

- a. Update the CCTMP under the guidance of and in coordination with the CC2035 Plan.
- b. Develop a multimodal transportation framework plan for the Central City for the next 25 years, including parking, transportation demand management, pedestrian, bicycle, freight, transit and auto policies.
- c. PBOT-Transportation Planning Division will be responsible for the CCTMP Update.

B. Phase I: CC2035Plan Coordination and Integration

- a. Integrate transportation issues into the CC2035 Advisory Group deliberations.
- b. Coordinate with Central City planning efforts, including N/NE Quadrant, PSU Framework Plan, Pearl District Access and Circulation Plan, Transportation System Plan, the Portland Plan and other planning efforts in and near the Central City.

C. CC 2035 Concept Plan Policy Objectives

- a. Updated mode split targets
- b. Updated transportation policy and actions regarding CO2/climate change/AQ issues, modal elements and direction on regulatory improvements.

Task III: Central City 2035 Plan (CC2035) Phase I: River Plan: Central Reach.

A. Objectives

- a. Incorporate the River Plan: Central Reach under the guidance and in coordination with the CC2035 Plan.
- b. Update the River Concept Plan (2006) for the Central Reach

B. Phase I: CC2035Plan Coordination and Integration

- a. Integrate river issues into the CC2035 Advisory Group deliberations.
- b. Key river topics include: access to, along, across the river; water base recreation, relationship of buildings and waterfronts to the River; waterfront businesses and activities; fish and wildlife habitat; education or interpretive opportunities; and other topic to be identified as part of the public process.

PHASE II: CENTRAL CITY 2035 PLAN IMPLEMENTATION

Phase II will consist of two major elements: 1) four Quadrant Plans to update the eight adopted Central City Sub-district Plans and Policies, and 2) the final CC2035 Plan. Phase II is anticipated to

be completed at the end of 2013. Note a final phase will include adoption of zoning code amendments as recommended by the CC2035 Plan and Quadrant Plans.

The Quadrant Plans will proceed in the following order:

- North/Northeast Quadrant: Lloyd District/Rose Quarter Sub-district and Lower Albina Sub-district
- Southwest Quadrant: Downtown Sub-district, Goose Hollow Sub-district, and South Waterfront Sub-district
- Northwest Quadrant: River Sub-district
- Southeast Quadrant: Central Eastside Sub-district

Each Quadrant Plan will include analysis of study areas directly adjacent to the Central City. See Attached map for CC2035 quadrants and study areas.

Task I: North/Northeast Quadrant Plan

A. North/Northeast Quadrant planning will include partnership with ODOT to collaborate on the I-5: Broadway-Weidler Interchange Project and coordination and providing staff assistance with PDC on the following projects:

- a.** Rose Quarter Development Project
- b.** N/NE Economic Development Initiative
- c.** OCC Urban Renewal Area
- d.** Portland Streetcar Loop

B. Project Purpose: North/Northeast Quadrant Plan will be a joint effort between City of Portland and the Oregon Department of Transportation.

a. Joint Project Purpose

1. Integrate a land use and urban design framework with freeway improvements designed to address safety, access, mobility, healthy neighborhoods, and local multi-modal connectivity.
2. Address the interface of land use and transportation (e.g. principles for addressing the adequacy of services.)
3. Involve community members and area property owners throughout to develop an integrated land use and urban design framework and recommendations for the I-5: Broadway/Weidler Interchange.
4. Seek agreement on principles and feasible tools for avoiding further degradation of the I-5: Broadway/Weidler interchange performance, considering the Central city urban condition and land use aspirations for the northeast quadrant.
5. Develop planning level agreements for improvements to, and around the I-5: Broadway/Weidler Interchange.
6. Address existing and future traffic safety and operational problems with feasible infrastructure improvements and/or policies considering funding, practical limits, the need for policy flexibility, and other factors, to I-5/I-84. ODOT is proposing including \$1.5 million in the draft 2011-2013 STIP for project development activities

if enough stakeholder support emerges from this process. There is no construction funding identified to implement any of the proposed improvements, but if there is agreement, the participants will work collaboratively to seek it.

C. Tasks

a. Project Startup

1. Timeframe: Summer 2010
2. Form Northeast Quadrant Community Advisory Committee
3. Finalize Public Involvement Plan
4. Setup Project website

b. Background and Existing Conditions

1. Timeframe: Summer and Fall 2010.
2. BPS prepares Background and Existing conditions report, including land use, urban design, historical resources, and environmental resource information.
3. PBOT prepares transportation Background and Existing Conditions information, including traffic, pedestrian and bicycle counts, crash information, pavement and structure conditions.
4. Coordinate with ODOT on I-5 Freeway Background and Existing Conditions information.
5. Conduct community walks to discuss existing conditions.

c. Issues, Opportunities and Constraints

1. Timeframe: Summer and Fall 2010.
2. Land Use and Urban Design Issues, Opportunities and Constraints Report
3. Transportation Issues, Opportunities and Constraints Report

d. Concept Alternatives

1. Timeframe: Fall 2010 to Winter 2011
2. Develop alternative land use and urban design concepts.
3. Develop alternative I-5 Freeway design concepts.
4. Public Workshop or Open House on concept alternatives.
5. Technical evaluation of concept alternatives.

e. Preferred Concept

1. Timeframe: Spring 2011 to Summer 2011
2. Develop Preferred Concept and could include the following:
 - a) Revisit and update the current goals and policies for the Lloyd/Rose Quarter Subdistrict and the Lower Albina Subdistrict as described in the Central City Plan (1988) with subsequent amendments and other relevant policy documents within the policy framework of the Central City Plan update.
 - b) Develop a Quadrant Land Use Plan. Revisit, and if necessary, recommend changes to comprehensive plan and zoning designations, development

standards, and design guidelines that should be incorporated into the final CC2035 Plan.

- c) Develop a Quadrant urban design framework and open space plan.
 - d) Develop a transportation plan, including demand management strategies, and inform changes to the Central City Transportation Management Plan (CCTMP.)
 - e) Coordinate and integrate goals, policies, objectives, and action items with the River Plan-Central reach project.
 - f) Identify needed local system infrastructure improvements.
 - g) Incorporate plans for a redeveloped Rose Quarter (conceptual plans under development concurrently with the larger Central N/NE Quadrant plan.)
 - h) Consider actions and policies for the Vancouver/Williams study area
 - i) Consider actions and policies for the NE Multnomah study area.
- 3. Public review of Preferred Concept.
 - 4. Review and potential revisions of Preferred Concept.
- f. Recommended North/Northeast Quadrant Plan
- 1. Timeframe: Fall 2011.
 - 2. Develop recommended North/Northeast Quadrant Plan, including recommendations on the I-5: Broadway-Weidler Interchange.

Task II: Southwest Quadrant Plan

D. FY2010-11 Objectives

- a. BPS will provide on-going staff support and coordination with PDC staff on the following:
 - 1. Westside Central City Urban Renewal Study
 - 2. Portland State University Development Plan
 - 3. OHSU Facilities Plan
 - 4. Pilot Eco-District Implementation
 - 5. Subsequent I-405 south of Downtown work with ODOT
 - 6. North Macadam Urban Renewal Area planning and project coordination
 - 7. Portland-Milwaukie LRT Project-Final Engineering
- b. Southwest Quadrant Plan
 - 1. Timeframe: Spring 2010 to Fall 2012
 - 2. Scoping for Southwest Quadrant Plan.

Task III: Northwest Quadrant Plan

A. FY2010-11 Objectives

- a. BPS will provide on-going staff support and coordination with PDC staff on the following:
 - 1. Westside Central City Urban Renewal Study

2. River District Urban Renewal Area planning and project coordination
 3. Pearl Circulation Plan
 4. Completion of Skidmore Old Town Design Guidelines/height adjustments
 5. Downtown Waterfront planning and project coordination
 6. Block 33 in Old Town/Chinatown
 7. Post Office site
 8. Conway/Slabtown planning
- b. Southwest Quadrant Plan**
1. Timeframe: Fall 2011 to Winter 2013

Task IV: Southeast Quadrant Plan

B. FY2010-11 Objectives

- a.** BPS will provide on-going staff support and coordination with PDC staff on the following:
1. Central Eastside Urban Renewal Area planning and project coordination
 2. Burnside Bridgehead Project
 3. Portland Streetcar Loop Project
 4. Portland-Milwaukie LRT Station Area Planning
- b.** Southeast Quadrant Plan
1. Timeframe: Fall Winter 2012 to Summer 2013

Task V. Central City 2035 Plan

A. Final Central City 2035 Plan

- a.** Timeframe: 2013
- b.** Finalize Goals, policies, objectives, and actions.
1. Final CC2035 Plan goals, policies, objectives, and actions.
 2. Final CCTMP Plan goals, policies, objectives, and actions
 3. Final River Plan: Central Reach goals, policies, objectives, and actions
- c.** Incorporate Quadrant Plans.
- d.** Identify recommended zoning code amendments.

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6851

Title:

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY IN THE AMOUNT OF \$620,000

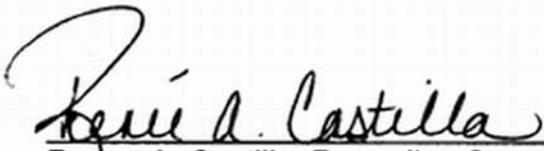
Adopted by the Portland Development Commission on February 23, 2011.

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 checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" 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.



Renee A. Castilla, Recording Secretary

Date: February 23, 2011