

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7076

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY AND
PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO
EXCEED \$322,272 FOR THE CENTRAL CITY 2035 PLAN AND RELATED
CENTRAL CITY TRANSPORTATION MANAGEMENT PLAN WORK**

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 Oregon Revised Statutes 457.170 for the planning and implementation of urban renewal projects;

WHEREAS, the City’s Bureau of Planning and Sustainability (“BPS”) initiated the Central City 2035 Plan on June 1, 2010, a component of the City’s land use comprehensive plan known as the Portland Plan;

WHEREAS, the City’s Bureau of Transportation (“PBOT”) has actively contributed to the Central City 2035 Plan and is responsible for the transportation components of the Central City update to the Comprehensive Plan, including any updates to the Central City Transportation Management Plan and the broader Transportation System Plan as well as any policy and administrative rules to implement a preferred approach to Central City parking management and supply;

WHEREAS, BPS and PBOT promote integrated land use and transportation planning and development based on sustainability principles and practices, as well as the development and implementation of 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, Education District, and Central Eastside Urban Renewal Areas (“URAs”) have boundaries within the Central City 2035 planning area and implementation of urban renewal plans must be consistent with the Portland Plan; and

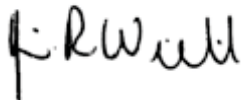
WHEREAS, the scope of work – to develop final West Quadrant and Southeast Quadrant Plans toward the Central City 2035 Plan; to prepare specific zoning code provisions and map changes based on final Quadrant Plans; and to draft regulations and policy or administrative rules related to transportation and the preferred approach to Central City parking management and supply – will benefit PDC’s efforts in particular Central City URAs, particularly in the focus on the Old Town/Chinatown (River District URA), South Waterfront (North Macadam URA), and Central Eastside (Central Eastside URA) neighborhoods.

NOW, THEREFORE, BE IT RESOLVED, that the PDC Board of Commissioners authorizes the Executive Director to enter into an Intergovernmental Agreement (“IGA”) with BPS and PBOT for fiscal year 2014-15, substantially in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the IGA 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 October 29, 2014

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7076

EXHIBIT A

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY AND
PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO
EXCEED \$322,272 FOR THE CENTRAL CITY 2035 PLAN AND RELATED
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Exhibit A includes this cover page and contains 15 pages:

- Intergovernmental Agreement between Portland Development Commission and Portland Bureau of Planning and Sustainability for the CC2035 – Central City Plan Update

INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Bureau of Planning and Sustainability

For the
CC2035 – Central City Plan update

This Intergovernmental Agreement (this “Agreement”), dated this _____ day of _____, 2014, (“Effective Date”) is made and entered into by and among the City of Portland Bureau of Planning and Sustainability (“BPS”), the City of Portland Bureau of Transportation (“PBOT”), 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. PBOT is responsible for transportation operations and improvements within the City public rights of way.
3. 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.
4. A cooperative partnership between PDC, PBOT and BPS will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
5. The parties desire to enter into an agreement that will establish terms and conditions by which a party will engage and compensate another party for performing specific services.
6. The Portland City Council (“Council”) through Ordinance No. 181358, which was duly adopted by Council on October 17, 2007, amended by Ordinance No. 181383 on October 31, 2007, and amended by Ordinance No. 183661, on March 24, 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.
7. Council, through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010, delegated to the Director of PBOT 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 last above referenced Ordinance.

Now therefore, the parties agree as follows:

AGREEMENT

I. SCOPE OF WORK/The Project

A. Background

Through the CC2035 project (the “Project”), BPS is updating the 1988 Central City Plan. The plan produced by the Project will guide public and private investment and development in the Central City for 25 years, produce new guiding policies, and update land use, transportation and urban design plans and codes. The plan will become part of the City's new Comprehensive Plan.

To date, the Project has produced the CC2035 Concept Plan, which is the framing document for the more specific quadrant plans, and the NE Quadrant Plan, both adopted by resolution in 2013. The Project has also produced significant progress on the West Quadrant and Southeast Quadrant Plans, with work focused on stakeholder outreach and advisory committees and the development of draft policies and actions for both districts together with additional proposed Central City-wide polices.

The work on the Project, which is scheduled to be complete by June 2016, has been funded by the General Fund, PDC and grant funds from the State and Metro. Previously PDC has provided funding as part of IGA 507034/Contract #53056, IGA 510015, and IGA 512003/Contract #30002061.

The current IGA supports the work to complete the West and Southeast Quadrant Plans, scheduled for completion in December 2014 and June 2015, respectively. It also supports the work to produce the public review draft of the entire CC2035 plan which will combine the Concept Plan, quadrant plans, and first round of implementing code – all of which is anticipated to be in place by June 2015.

This IGA provides parallel support for the Portland Bureau of Transportation to update the current *Central City Transportation Management Plan* (CCTMP), a critical implementing tool for the CC2035 plan. In particular, PDC’s funding will focus on the parking policy within the CCTMP and support PBOT’s Central City component of a comprehensive *Citywide Parking Strategy*. PBOT is completing a similar and coordinated parking analysis and recommendations for neighborhood centers and corridors using \$50,000 in general funds which leverages an additional \$225,000 via an Oregon Department of Transportation’s Transportation and Growth Management (TGM) grant. The results of the *Citywide Parking Strategy* will be coordinated under the policy umbrella of the City’s *Comprehensive Plan*, *Transportation System Plan* and *Central City 2035 Plan*. This was work originally anticipated to occur as part of the previous IGA 512003; however this work was delayed in order to scope a comprehensive and coordinated citywide parking approach.

B. Summary of Work and Budget

1. Scope of Work – BPS: West Quadrant Plan
 - a) Develop a draft West Quadrant Plan, with input from Stakeholder Advisory Committee.
 - b) Develop a recommended West Quadrant Plan through public hearings and deliberations with the Planning and Sustainability Commission.
 - c) Develop a final West Quadrant Plan through public hearings and deliberations with the Portland City Council.
 - d) Develop specific code provisions and map changes based on final West Quadrant Plan.
2. Scope of Work – BPS: Southeast Quadrant Plan

- a) Develop a draft Southeast Quadrant Plan, with input from Stakeholder Advisory Committee.
 - b) Develop a recommended Southeast Quadrant Plan through public hearings and deliberations with the Planning and Sustainability Commission.
 - c) Develop a final Southeast Quadrant Plan through public hearings and deliberations with the Portland City Council.
 - d) Develop an Early Implementation Plan for specific map changes, and code provisions, that align with industrial and employment goals.
 - e) Develop specific code provisions and map changes based on final Southeast Quadrant Plan.
3. Scope of Work – PBOT: Central City Transportation Management Plan
- a) Finalize the scope of work of a PBOT led project to update the CCTMP designed to accomplish the following key objectives:
 - Meet the Central City’s economic and growth management goals
 - Update and simplify parking regulations
 - Provide more flexibility in the use of existing and added parking supply, leading to more sharing of stalls to serve multiple uses and decrease the need for new parking
 - Explore feasibility and create the policy framework for a District Parking approach that would make more parking available in Central City districts with particularly challenging parking needs.
 - b) Project management:
 - (1) Hold weekly PBOT Project Management Team meetings.
 - (2) Hold bi-monthly Inter-bureau Project Team meetings including staff from PBOT, PDC and BPS.
 - c) Public outreach:
 - (1) Convene and consult with the Transportation System Plan (TSP) Advisory Committee in development of CCTMP proposals.
 - (2) Hold meetings with implementing partners, key stakeholders, and other special interest representatives.
 - (3) Organize Public Open House meetings at least twice during the project.
 - d) Deliverables:
 - (1) State of Parking Report: Compile data related to parking supply and utilization in Central City. Review CCTMP provisions and performance and develop problem statement for CCTMP update. Research best practices from other cities.
 - (2) Public symposium to review draft issue identification report.
 - (3) Draft Parking Policy Principles to guide the process and result in policy updates to be included in the TSP portion of the updated Comprehensive Plan.

- (4) Alternative proposals for a new approach to Central City parking management and supply.
- (5) Draft regulations for the *Central City Plan District* section of the *Title 33 Planning and Zoning* to implement the preferred approach to Central City parking management and supply.
- (6) New policy and administrative rules to guide the management of City-owned parking supply.
- (7) Pilot projects and other early actions, as identified in partnership with BPS and PDC.
- (8) As part of parking best practices and technical analysis, identify a minimum of five areas within the proposed parking approaches where an early adopter intervention would be appropriate. Working with PDC’s Early Adopter program, identify potential solutions which could address topics such as parking data management, generation of new parking data, variable pricing, utilization of real time data, revenue generating opportunities, etc. Implementation of early adopter technologies will also be incorporated as part of PBOT’s development of new policy and administrative rules or pilot projects and other early actions.

4. Budget Summary

Amount FY 2013-14	CES	River District	North Macadam	
	BPS – West Quadrant	--	\$86,136	\$28,712
BPS – Southeast Quadrant	\$57,424	--	--	\$57,424
PBOT - CCTMP	\$50,000	\$75,000	\$25,000	\$150,000
	\$107,424	\$161,137	\$53,712	\$322,272

II. CONTRACT MANAGEMENT

A. The party for whom the Work is being performed, and which 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 or PBOT shall each be referred to herein as the Performing Agency.

C. Funding Agency.

1. **Contract Signatory.** The Funding Agency Contract Signatory shall be Patrick Quinton, 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 Dan Spero (the “Funding Agency Contract Manager”). The Funding Agency Contract Manager is

- | | |
|------------------------|----------------------------------|
| 2. Karl Lisle | Senior Planner |
| 3. Troy Doss | Senior Planner |
| 4. Nicholas Starin | City Planner II |
| 5. Rachel Hoy | City Planner |
| 6. Katherine Hartinger | Associate Planner |
| 7. Derek Dauphin | Associate Planner |
| 8. Mark Raggett | Senior Planner – Urban Design |
| 9. Lora Lillard | City Planner II – Urban Design |
| 10. Marc Asnis | Associate Planner – Urban Design |

PBOT - CCTMP:

- | | |
|---------------------------|-------------------------------------|
| 1. Mauricio Leclerc | Senior Transportation Planner |
| 2. April Bertelsen | Senior Transportation Planner |
| 3. Grant Morehead | City Planner II |
| 4. Peter Hurley | Transportation Demand Management II |
| 5. Edward Hill | Assistant Planner |
| 6. Associate Planner | |
| 7. Community Service Aide | |

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

- | | |
|--------------------|----------------------------|
| 1. Lisa Abuaf | Central City Manager |
| 2. Geraldene Moyle | Senior Project Coordinator |
| 3. Sarah Harpole | Senior Project Coordinator |
| 4. Irene Bowers | Senior Project Coordinator |
| 5. Damian Crowder | Project Coordinator |

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 Managers 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 Managers will manage the day-to-day aspects of the Project, oversee the work of all BPS staff, PBOT 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 Managers 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 biannually.

J. Public Involvement.

1. Where projects require public involvement, BPS, PBOT and PDC will collaborate on design of the public involvement plan that is endorsed by all project managers.
2. BPS, PBOT 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 managers of inquiry from a media or press representative and make reasonable efforts to consult with the other project managers 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 others 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 will be approved by the Funding Agency Project Manager
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 and Budget.

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

This IGA does not have Eligible Costs for the Percent for Art Program, as described in City Code Section 5.74.020

O. Business and Workforce Equity

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

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A.** The Funding Agency shall pay BPS a sum not to exceed **ONE HUNDRED SEVENTY TWO THOUSAND AND TWO HUNDRED SEVENTY TWO DOLLARS (\$172,272) in FY 14-15 and PBOT a sum not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in FY 14-15** for accomplishment of the Work, subject to budget authorization by the Funding Agency. Unused funds from one fiscal year can be used the following fiscal year.
- B.** Funding for the Project will be provided by the following urban renewal areas (“URA”): River District URA, North Macadam URA, Central Eastside URA. The amount of funding provided by each URA is detailed in. Section I.
- C.** Non-PDC sources of funding will be applied to the Project as summarized in the table below:

	General Fund ongoing	PDC IGA	Total Revenues
BPS STAFF	\$310,386	\$172,272	\$482,658
PBOT STAFF	\$50,000	\$60,000	\$110,000
EXTERNAL M&S	\$7,225	\$90,000	\$97,225
INTERNAL M&S	\$25,000	\$0	\$25,000
TOTAL	\$392,611	\$322,272	\$714,883

- D.** 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.
- E.** 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. Allocation of resources may vary between internal and external costs at the discretion of the Performing Agency Project Managers but the total amounts provided by the Funding Agency shall not exceed the amounts as stated in this Agreement. 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. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Benefit Costs. Covers reimbursement for the fully loaded benefit cost associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers 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. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
 2. The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and he 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.
- F.** 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.
- G.** Change Management Controlled by Performing Agency. “Change management” is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change

management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.

- H. Contingency Controlled by Funding Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.

IV. BILLING AND PAYMENT PROCEDURE

- A. The Performing Agencies shall each submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget 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 Agencies will proceed to process payment for items not in dispute.

V. GENERAL

A. Termination.

- 1. The Termination Date of this Agreement is December 31, 2015.
- 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 Agencies 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 V. 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 II.

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 II 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.

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

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

E. 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 Agencies to perform the Work under the Agreement, and its failure to notify the Performing Agencies 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 Agencies shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agencies shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agencies as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agencies shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agencies 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. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agencies shall own all Work Product.
2. If the parties determine that the Performing Agencies are unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agencies' written request the Performing Agencies shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agencies 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 Agencies regarding its billings or its work hereunder, for a period of three years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to stakeholder groups, 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, PBOT and the Portland Development Commission and, if appropriate, financed by the Portland Development Commission.

VI. 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 I, 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.
- b) Changes will not take effect or be binding on any party until agreed to in writing.

VII. 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

CITY OF PORTLAND

Leah Treat, Director, Portland Bureau of
Transportation

Susan Anderson, Director, Portland Bureau of
Planning & Sustainability

(Executed under authority delegated by
Ordinance No. 181383, passed by Council
on October 31, 2007, amended Ordinance
No. 181358 passed by Council on October
17, 2007, and amended by Ordinance No.
183661, passed by Council on April 7,
2010)

(Executed under authority delegated by Ordinance No.
181383, passed by Council on October 31, 2007,
amended Ordinance No. 181358 passed by Council on
October 17, 2007, and amended by Ordinance No.
183661, passed by Council on April 7, 2010)

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

City Auditor

Date

PORTLAND DEVELOPMENT COMMISSION

Patrick Quinton, Executive Director

Date

APPROVED AS TO FORM:

Legal Counsel

RESOLUTION NO. 7076

RESOLUTION TITLE:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY AND PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$322,272 FOR THE CENTRAL CITY 2035 PLAN AND RELATED CENTRAL CITY TRANSPORTATION MANAGEMENT PLAN WORK

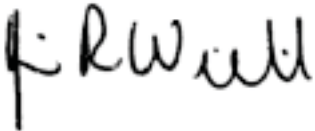
Adopted by the Portland Development Commission on October 29, 2014

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<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 Mark Edlen	<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 Charles Wilhoite	<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 as duly recorded in the official minutes of the meeting.

	<p>Date:</p> <p style="text-align: center;">November 5, 2014</p>
<p>Gina Wiedrick, Recording Secretary</p>	