

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7351

APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR CONSTRUCTION OF THE CONGRESSMAN EARL BLUMENAUER PEDESTRIAN/BICYCLE BRIDGE

WHEREAS, the Congressman Earl Blumenauer Pedestrian and Bicycle Bridge across Interstate 84 (together with related access improvements, the “Project”) in northeast Portland is adopted in the City of Portland Transportation System Plan (“TSP”) and is a near-term priority for construction in order to improve connectivity and safety and support economic development in the Lloyd and Central Eastside Industrial districts;

WHEREAS, Prosper Portland and the City of Portland Bureau of Transportation (“PBOT”) are currently parties to an Intergovernmental Agreement dated March 12, 2019, pursuant to which Prosper Portland agreed to provide \$2,000,000 toward the design and construction of the Bridge (the “Existing IGA”), as was authorized by Prosper Portland Board of Commissioners (“Board”) through Resolution No. 7300, adopted February 13, 2019;

WHEREAS, PBOT has completed design and bidding of the Project, and due to the current market conditions and the inclusion of additional bridge access improvements to the scope, the total cost of the Project has increased to approximately \$17,500,000;

WHEREAS, Prosper Portland and PBOT staff have reached an agreement in principle in which the parties would amend and restate the Existing IGA (the “Amended and Restated IGA”) so that Prosper Portland would contribute an additional \$2,500,000 toward the Project, and PBOT would take actions to increase its funding commitment for infrastructure needed by Prosper Portland in connection with the former U.S. Post Office site located at 715 NW Hoyt Street; and

WHEREAS, this commitment on PBOT’s part would be memorialized in a Memorandum of Understanding anticipated to be executed by Prosper Portland and PBOT before or concurrently with the Amended and Restated IGA.

NOW THEREFORE, BE IT RESOLVED that Prosper Portland authorizes the Executive Director to enter into the Amended and Restated IGA, in substantially the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that the Executive Director may approve changes or amendments to the IGA if such modifications, in the opinion of Prosper Portland’s Executive Director in consultation with Prosper Portland’s General Counsel, do not materially increase Prosper Portland’s obligations or risks; and

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

Adopted by the Prosper Portland Commission on November 13, 2019



Pam Feigenbutz, Recording Secretary

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
Between
Prosper Portland
And
Portland Bureau of Transportation
For the
Congressman Earl Blumenauer Pedestrian and Bicycle Bridge Construction

This Amended and Restated Intergovernmental Agreement (this “**Agreement**”), dated this _____ day of XXX 2020, (“**Effective Date**”) is made and entered into by and between the **City of Portland, Bureau of Transportation (“PBOT”)** and Prosper Portland, the assumed business name of the Portland Development Commission, the urban renewal authority of the City of Portland, Oregon (“**Prosper Portland**”).

RECITALS

1. Prosper Portland, 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 City public rights of way.
3. The Congressman Earl Blumenauer Pedestrian and Bicycle Bridge (the “**Project**”) (formerly known as the Sullivan’s Gulch Pedestrian/Bicycle Bridge project) will span across Interstate 84 in northeast Portland and is a near term priority for construction to improve connectivity and safety and support economic development in Lloyd and the Central Eastside Industrial District.
4. The Project was adopted in the City of Portland Transportation System Plan (“**TSP**”) with an original estimate cost for the bridge and access improvements of thirteen million, five hundred thousand dollars (\$13,500,000).
5. The Project was adopted in the City of Portland Transportation System Development Charge Capital Project List with a Total Eligible Cost of eleven million dollars (\$11,000,000) leaving an original funding gap of two million, five hundred thousand dollars (\$2,500,000).
6. Go Lloyd, the transportation management association for the Lloyd district and the Central Eastside Industrial Council will contribute two hundred and fifty thousand dollars (\$250,000) respectively for a total of five hundred thousand dollar (\$500,000) via parking revenue fees toward the project.
7. Planning of a major redevelopment project has begun at the U.S. Post Office site (“**Post Office Blocks**”) in northwest Portland and is estimated to require more than twenty-one million dollars (\$21,000,000) in investments in multi-modal transportation infrastructure including street extensions, pedestrian connections, traffic signals and the “**Green Loop**” pedestrian/bicycle way. Prosper Portland anticipates requiring agency partnerships to

accomplish the level of public improvements desired for this area including TSDC funds and credits.

8. Prosper Portland and PBOT executed a Memorandum of Understanding (“**Original MOU**”) on January 31, 2018 committing Prosper Portland’s staff intention to propose to the Prosper Portland Board of Directors (the “**Board**”) an allocation of two million dollars (\$2,000,000) in its FY 2018-19 or FY 2019-20 Oregon Convention Center Urban Renewal Area budget dedicated to the construction phase of the Sullivan's Crossing Pedestrian/Bicycle Bridge.
9. Prosper Portland and PBOT also executed an Intergovernmental Agreement (“**Original IGA**”) on March 12, 2019, which committed \$2,000,000 in Prosper Portland funding to the Project. The Original IGA was authorized by Prosper Portland Board Resolution No. 7300, adopted February 13, 2019. For the reasons described in this Agreement, the parties wish to amend, restate and supersede the Original IGA and replace the Original IGA with this Agreement in all respects.
10. PBOT staff recommended to City Council the addition of five million dollars (\$5,000,000) in eligible project costs to the TSDC Capital Project List entitled Post Office Blocks Transportation improvements. PBOT staff further recommended expenditure of at least two million dollars (\$2,000,000) in TSDCS to support the design and construction of the Post Office Blocks Phase 1 Transportation Improvements including, but not limited to, street extensions, pedestrian connections, traffic signals, and the Green Loop.
11. The Portland Bureau of Transportation has completed design and bidding of the Earl Blumenauer Bicycle and Pedestrian bridge. Due to the current market conditions and the inclusion of additional bridge access improvements to the project scope, the total cost of the project is now estimated at \$17,500,000. This cost is based on a negotiated guaranteed maximum price with a general contractor and has a high level of confidence.
12. Prosper Portland and PBOT anticipate executing a revised Memorandum of Understanding (“**MOU**”) memorializing Prosper Portland’s staff’s intention to propose to the Prosper Portland Board of Directors amending and restating the Original IGA to, among other things, add an additional allocation of two million five hundred thousand dollars (\$2,500,000) in its FY 20-21 Oregon Convention Center Urban Renewal Area budget dedicated to the construction phase of the Earl Blumenauer Bicycle and Pedestrian Bridge, which would bring the total amount of Prosper Portland funding to four million five hundred thousand dollars (\$4,500,000) concurrent with the execution of this Agreement.
13. In return PBOT staff committed in the MOU to the expenditure of an additional three million dollars (\$3,000,000) in TSDC funds (over and above the \$2,000,000 committed in the Original MOU) to support the design and construction of the Post Office Blocks Phase 1 Transportation Improvements including, but not limited to, street extensions, pedestrian connections, traffic signals, and the Green Loop. The Central City 2035 Master Plan Process will determine improvements and TSDC amount eligibility and funds.
14. Also within the revised MOU, PBOT staff further agreed to recommend to City Council amending the PBOT Transportation System Development Charge project list within the

Central City to increase the eligible project costs for the Post Office Blocks Transportation Improvements TSDC Capital Project from five million (\$5,000,000) to ten million (\$10,000,000) dollars, and add two new TSDC Capital Projects: one entitled OMSI Area Transportation Improvements, and one entitled Central City Green Loop Transportation Improvements.

15. A cooperative partnership between Prosper Portland and PBOT is beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
16. 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.
17. The Portland City Council (“**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 Prosper Portland. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the last above referenced Ordinance.
18. This form of Agreement is intended for funding project phases, including, but not limited to: Project Design, Right-of-Way Acquisition, Construction and Construction Management and Engineering.

///

///

Now therefore, the parties agree as follows:

AGREEMENT

1. The Project

A. Summary of Work and Budget

This agreement is intended to implement the construction of a bicycle and pedestrian bridge connecting NE 7th Avenue across Interstate 84 and Sullivan's Gulch. The project includes a reconfigured intersection of NE 7th Avenue and Lloyd Boulevard with a new traffic signal and plaza. The current schedule has construction commencing in October 2019 with completion in approximately March 2021. Prosper Portland will contribute a total of \$4,500,000 as part of its FY 2019-20 or FY20-21 Oregon Convention Center Urban Renewal Area budget dedicated to the construction phase of the Sullivan's Crossing Pedestrian/Bicycle Bridge. All of the foregoing in this section shall be referred to as the "**Work**", herein.

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". *Prosper Portland* 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". *PBOT* shall be referred to herein as the Performing Agency.

C. Funding Agency.

1. Contract Signatory. The Funding Agency Contract Signatory shall be *Kimberly Branam*, 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 responsible for the day-to-day management of this 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 *Chris Warner*, or such other person as designated in writing by the Director (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 V.
2. **Contract Manager.** The Performing Agency Contract Manager shall be *Dan Layden* (the “**Performing Agency Contract Manager**”). The Performing Agency Contract Manager is responsible for the day-to-day management of this 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 the responsibilities designated in this Agreement.
 - a) The Funding Agency Project Manager shall be *Amy Nagy*, or such other person as designated in writing by Lisa Abuaf.
 - b) The Performing Agency Project Manager shall be *Dan Layden*, or such other person as designated in writing by Art Pearce.
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.

F. Approvals.

1. 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 for this Agreement and the Project.

G. Project Management.

1. The Funding Agency Project Manager and the Performing Agency Project Manager will confer quarterly to review project status including changes and updates to the project scope, schedule and, and budget. If either Prosper Portland or PBOT desires to replace a project manager, or other key staff identified in section 2(C), 2(D) or 2(E) of this Agreement, the Funding Agency and Performing Agencies’ Project Managers shall notify the Parties’ Contract Managers of such change in writing.
2. The Performing Agency Project Manager will be responsible for coordination and management of the design, engineering and construction of the Project. Any changes to the Scope of Work, Budget, and Timeline are to be reviewed by the Funding Agency Project Manager.

3. The Performing Agency Project Manager will coordinate needs with other bureaus and/or agencies as necessary to complete the Project;
4. The Performing Agency Project Manager will coordinate updates in connection with the Business and Workforce Equity Policy, once a construction manager / general contractor has been retained and is under contract for the Project and, thereafter, monthly.

H. Public Involvement.

1. PBOT will be responsible for managing public involvement for the Project and will furnish a schedule of planned community meetings, and/or notify the Funding Agency Project Manager of planned events where information about the Project will be presented.
2. PBOT and Prosper Portland 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. The Funding Agency Project Manager will refer to the Performing Agency Project Manager inquiries from a media or press representative. If an instance occurs in which the Funding Agency responds to a media inquiry, it will make reasonable efforts to consult with the other Performing Agency 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.

I. Meeting Participation. The Performing Agency Project Manager will invite the Funding Agency Project Manager to attend any significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

J. Work Product. The Funding Agency Project Manager shall, 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 Project.

K. 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.
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.

L. 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 have Eligible Costs for the Percent for Art Program, as described in City Code Section 5.74.020.
2. The Performing Agency will manage and adhere to the RACC obligations for this project.

M. Business and Workforce Equity

1. The majority of financial resources to pay for the Project will come from PBOT. Therefore, the City of Portland's Businesses and Workforce Equity Policies will apply and supplant Prosper Portland's policies for the Project. Prosper Portland anticipates the goals of its policies will be achieved under the City's policies. Nothing in this Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. The Performing Agency will provide and maintain access to the Funding Agency to periodically check the utilization rates and ensure the project is on track to meet the policy goals. In addition, the Performing Agency will participate in a compliance kick off meeting to review the policy requirements and offer resources to support compliance.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed four million five hundred thousand dollars (\$4,500,000) for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from the Oregon Convention Center Urban Renewal Area and is subject to budget appropriation.
- C. Funds to be authorized for FY2019-20.

Source	Total
FY 2019-20 Prosper Portland TIF	\$2,000,000
FY 2020-21 Prosper Portland TIF	\$2,500,000

Presently, funding has been identified in Prosper Portland Five-Year Budget Forecast, Prosper Portland staff agrees to recommend to the Prosper Portland Board of Commissioners that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.

- D. Prosper Portland 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. 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) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within 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 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 5(B) hereof. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.
- I.** Savings. If the actual costs to complete the Project are less than the Budget attached hereto then the difference between the two shall be deemed Savings. Savings shall also include any unused aspect of change management budget and contingency budget. 73% of any Savings identified shall be recognized as a reduction in the amount Funding Agency reimburses Performing Agency.

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 and Budget for review and approval 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. The dedication of funds to the Project shall be as follows: Funding Agency shall make the funds authorized by this agreement available during the FY 19-20 fiscal year, subject to Board approval.

3. 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. Payment in response to the final billing shall also be contingent upon Project compliance with the Business and Workforce Policy and adjustment for Savings.
- 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, including Policy compliance, 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 October 1, 2020.
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 may delay completion of this

phase of the Project more than one year. Should either PBOT or Prosper Portland identify or foresee such a circumstance, both 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), below.

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 by the Project Managers specified in Section 2, above.
- 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, above, 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 conditions and limitations of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, hold harmless and defend, Prosper Portland, its directors, officers, employees and agents from and against all claims, suits, actions, damages or losses, and reasonable expenses and costs incidental to the investigation and defense thereof, including reasonable attorneys fees, resulting from or arising out of the negligent or wrongful acts of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Prosper Portland 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 Prosper Portland, 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 Work Product includes all rights, title and interest, including but not limited to copyright rights, of 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 Agency shall own all Work Product.
2. If the parties determine that the Performing Agency is 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 Agency’s written request the Performing Agency 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 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 PBOT and Prosper Portland.
2. For projects involving construction activities funded by Prosper Portland, PBOT shall include Prosper Portland’s logo on any sign near the construction

site(s) as planned by the agency. The sign shall remain in place until construction is complete.

6. Amendments

1. Except as otherwise provided for in this Agreement, PBOT or Prosper Portland 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 either party until agreed to in writing.

7. Merger Clause; Amendment and Restatement of Original IGA

1. This Agreement contains the entire agreement between Prosper Portland and PBOT regarding the subject matter hereof. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.
2. Without limiting the foregoing clause, the Original IGA is hereby amended, restated, superseded and replaced in all respects by this Agreement as of the Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, PBOT and Prosper Portland have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PROSPER PORTLAND

Chris Warner, Interim Director,
Portland Bureau of Transportation
(Executed under authority delegated by
Ordinance No. 181631, passed by
Council February 27, 2008, and
amended by Ordinance No. 183429,
passed by Council on January 6, 2010.)

Kimberly Branam, Executive Director

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Prosper Portland Legal Counsel



**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7351

RESOLUTION TITLE:

APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR CONSTRUCTION OF THE CONGRESSMAN EARL BLUMENAUER PEDESTRIAN/BICYCLE BRIDGE

Adopted by the Prosper Portland Commission on January 15, 2020


PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Alisha Moreland-Capua MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Francesca Gambetti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consent Agenda 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 Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

	Date: January 23, 2020
Pam Feigenbutz, Recording Secretary	