

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7394

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR THE SPRINGWATER CONNECTOR PROJECT IN THE LENTS TOWN CENTER TAX INCREMENT FINANCE DISTRICT

WHEREAS, Prosper Portland is undertaking the Lents Town Center Urban Renewal Plan, adopted August 27, 1998, and subsequently amended (“Plan”);

WHEREAS, the Plan supports developing a transportation system which enhances neighborhood livability and mobility, including pedestrian-friendly improvements;

WHEREAS, the Springwater Connector Project includes construction of pedestrian/bicycle pathways and neighborhood street improvements that will allow the 70s Neighborhood Greenway and 80s Neighborhood Greenway routes to connect with the Springwater Corridor Trail (“Project”);

WHEREAS, the Project was included in the Portland Bicycle Plan for 2030 adopted by City Council in 2010, further codified in the Transportation System Plan Update adopted by City Council in 2018, and included in the project list for the “Fixing Our Streets” city gas tax approved by City of Portland voters in May 2016;

WHEREAS, the estimated cost for design and construction of the Project is approximately \$2,100,000, with more than \$900,000 of those costs associated with Project elements located within the Lents Town Center Tax Increment Finance District;

WHEREAS, this action by the Prosper Portland Board of Commissioners (“Board”) will authorize the Executive Director to execute an Intergovernmental Agreement (“IGA”) with PBOT that will authorize a \$700,000 Prosper Portland investment in the Project, to contribute towards paying for the over \$900,000 in Project costs for Project elements located within the Lents Town Center Tax Increment Finance district; and

WHEREAS, in exchange for Prosper Portland’s investment in the Project, PBOT recommended to City Council the addition of \$5,000,000 in eligible project costs to the Transportation System Development Charge Capital Project List entitled Post Office Blocks Transportation Improvements, Phase 1, whose improvements include but are not limited to extending Park and Johnson streets through the Broadway Corridor redevelopment site and adding traffic signals at NW 9th Avenue and Everett Street and NW 9th Avenue and Glisan Street intersections located in the River District TIF District.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board authorizes the Executive Director to enter into an IGA, attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes 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 be effective immediately upon its adoption.

Adopted by the Prosper Portland Commission on August 12, 2020



Pam Feigenbutz, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Prosper Portland
And
Portland Bureau of Transportation
For the
Springwater Connector Project

This Intergovernmental Agreement (this “**Agreement**”), dated this ____ day of _____, 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 and economic development agency 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 Springwater Connector Project (“Project”) will construct pedestrian/bicycle pathways and neighborhood street improvements that will allow the 70s Neighborhood Greenway and 80s Neighborhood Greenway routes to connect with the Springwater Corridor Trail.
4. Elements of the Project located within the Lents Town Center Urban Renewal Area (“URA”) include street and pathway improvements on SE 87th Avenue between SE Flavel Street and the Springwater Corridor, and a pedestrian/bicycle crossing of SE Flavel Street at SE 78th Avenue.
5. The Project was included in the Portland Bicycle Plan for 2030 adopted by City Council in 2010, further codified in the Transportation System Plan Update adopted by City Council in 2018, and included in the project list for the “Fixing Our Streets” city gas tax approved by City of Portland voters in May 2016.
6. PBOT has completed design engineering and has secured a construction contractor to construct the Project starting in June 2020.
7. Prosper Portland wishes to contribute \$700,000 in Lents Town Center URA funds to PBOT for the Project, which (in accordance with the methodology described in Section 1(B)) will be allocated to the value of project expenditures on improvements located within the Lents Town Center URA.
8. 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.

9. 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.

Now therefore, the parties agree as follows:

AGREEMENT

1. SUMMARY OF WORK AND BUDGET

A. Background

The Springwater Connector Project is one of several PBOT projects currently underway that is building out Portland’s network of “neighborhood greenways” – low-traffic, low-speed walking and biking routes that connect community destinations and that are comfortable for all ages and abilities. The proposed citywide network of neighborhood greenways was adopted as part of the Portland Bicycle Plan for 2030 in 2010 and further refined and codified as part of the Transportation System Plan Update in 2018.

The Project subject to this Agreement completes the southernmost segments of the 70s Neighborhood Greenway and the 80s Neighborhood Greenway. These routes, named after the north-south numbered streets found throughout Southeast and Northeast Portland, extend from the southern city limit northward to the Cully neighborhood (in the case of the 70s) and Montavilla neighborhood (in the case of the 80s). As further detailed in the Summary of Work below, the 80s Neighborhood Greenway component of the Project is located fully within Lents Town Center URA, along with one pedestrian crossing on the 70s Neighborhood Greenway component of the Project.

PBOT included the Project in the list of investments for the “Fixing Our Streets” ten cent city gas tax approved by voters in May 2016. In addition to this \$551,724 investment of Fixing Our Streets funds, PBOT is contributing \$871,645 in Transportation System Development Charges (TSDCs) to the Project.

PBOT began design on the project in 2017 under a contract with Emerio Design, a certified Minority-Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE). Upon completion of the design in 2019, PBOT advertised the project for bids and entered into a construction contract in May 2020 with Interlaken, Inc., a certified Women[-Owned] Business Enterprise (WBE) and DBE.

In addition to furthering PBOT objectives, the Project also helps fulfill goals and objectives stated in the Lents Town Center Urban Renewal Plan. Under the goal of Neighborhood Livability, the plan directs the City to “invest in local streets, parks and other public facilities as appropriate and desired by the residents.” Under the

Transportation goal, the plan calls on the city to “provide a ‘pedestrian-friendly’ environment throughout the area by adding and/or improving pedestrian crossings, increasing nighttime lighting, and increasing connectivity between areas where people want to go.”

The Project is consistent with these Urban Renewal Plan goals and objectives. In particular, the Project will transform an unimproved gravel street in Lents Town Center URA – SE 87th Avenue – into a paved street with a sidewalk, street lighting, and stormwater management. It will also connect this street to the popular Springwater Corridor by constructing a paved, accessible and illuminated pathway. At the western edge of the URA, the Project will construct a new pedestrian crossing at SE Flavel Street and 78th Avenue.

B. Summary of Work

The Portion of the Project located within Lents Town Center URA consists of the following improvements:

- Paving and adding a sidewalk to SE 87th Avenue between SE Flavel Street and the Springwater Corridor connection path. This street is currently an unimproved gravel street.
- Constructing a paved multi-use path connecting SE 87th Avenue and the Springwater Corridor
- Stormwater management for the above segments
- Street and pathway lighting for the above segments
- An improved pedestrian/bicycle crossing with curb extensions, striping, signage, and illumination at SE Flavel Street and SE 78th Avenue.

Based on disaggregated cost estimates prepared by PBOT, the work inside Lents Town Center URA, inclusive of design, right-of-way and construction phases, represents 43% of the cost of the entire project. This percentage is applied in the budget breakdown in section ‘B’ below.

C. Budget

The Budget for the full Project, including areas inside and outside the Lents Town Center URA, is as follows:

1. Uses.

	In Lents URA	Outside Lents URA	All Areas
Design Phase	\$ 234,378	\$ 310,686	\$ 545,064
Right-of-Way Phase	\$ 2,517	\$ 3,337	\$ 5,854
Construction Phase	\$ 676,154	\$ 896,297	\$ 1,572,451
All Phases	\$ 913,049	\$ 1,210,320	\$ 2,123,369

2. Sources.

PBOT “Fixing Our Streets” City Gas Tax:	\$ 551,724
PBOT Transportation System Development Charges:	\$ 871,645
<u>Prosper Portland Lents Town Center URA Funds:</u>	<u>\$ 700,000</u>
TOTAL	\$ 2,123,369

The cost of improvements located inside the Lents Town Center URA, inclusive of design, right-of-way, construction and project management costs, is \$913,049.

On May 5, 2020, PBOT entered into a contract with Interlaken, Inc. in the amount of \$849,124.25 for construction of the Project.

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 *Thea Munchel* (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 *Steve Szigethy* (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 *Thea Munchel*, or such other person as designated in writing by Lisa Abuaf.
 - b) The Performing Agency Project Manager shall be *Steve Szigethy*, 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. The Performing Agency will provide quarterly status reports to the Funding Agency at or before this

quarterly meeting, including a description of the nature and cost of work performed to date, disbursements to consultants, contractors, and subcontractors for materials and services, or any other specific detail or documentation reasonably requested by the Funding Agency.

2. The Performing Agency Project Manager will be responsible for coordination and management of 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. If applicable, the Performing Agency Project Manager will coordinate updates in connection with any applicable construction equity policies (e.g., the City's Subcontractor Equity Program), 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 any 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, 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. 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. PBOT is responsible for determining whether the Percent for Art Program (City Code Section 5.74) applies to the Project and, if so, monitoring and tracking compliance.

M. Business and Workforce Equity. PBOT is responsible for determining whether the City of Portland’s Subcontractor Equity Program or any other business and workforce equity policies apply to the Project and, if so, coordinating with the City of Portland’s applicable monitoring and enforcement agencies (Procurement Services, others) to monitor and track compliance. As noted above, both the design consultant and construction contractor on the Project are D/M/W/ESB firms.

N. Prevailing Wage. PBOT is responsible for determining whether prevailing wage requirements (ORS 279C.800, et seq.) apply to the Project and, if so, monitoring and tracking compliance.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

A. The Funding Agency shall pay the Performing Agency for accomplishment of the Work of Seven Hundred Thousand Dollars (\$700,000.00), subject to budget authorization by the Funding Agency. The Funding Agency has no obligation to provide any additional funding to the extent there are cost overruns, nor is the Funding Agency responsible for the Performing Agency’s administrative, overhead or monitoring costs. The sole use of the funds is to pay for past and future Project costs within the Lents Town Center URA. Any funds not expended on the Project by June 30, 2021 shall be returned to the Funding Agency.

B. The funding is from the Lents Town Center URA TIF District.

C. Funds are authorized for FY 2020 - 2021.

All funding is subject to budget appropriation. If the full amount of funds is not authorized in the FY 2020-2021 budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. 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 (under a subsequent agreement) construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.

- E.** The following may be eligible costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget.
1. Direct Costs
 - a) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
 - b) Project and Contract Management Staff Costs. Covers reimbursement for City of Portland staff costs related to project management, construction management, review of design products, and public involvement.
 - c) Right-of-Way Acquisition. Covers compensation to affected property owners for temporary and permanent easements related to the Project, as well as City of Portland staff costs associated with managing these acquisitions.
- F.** Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not eligible costs 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 Performing Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. The Performing Agency shall exclude Funding Agency funds from the contingency and will, therefore, control the contingency without further consultation with Funding Agency
- I.** Savings. If the actual costs to complete the Project are less than \$700,000 then the difference between the two shall be deemed Savings. Savings shall also include any unused aspect of change management budget and contingency budget. 100% of any Savings identified shall be returned by Performing Agency to Funding Agency not later than thirty (30) days following final completion of the Project.

4. BILLING AND PAYMENT PROCEDURE

- A.** The Funding Agency will pay the Performing Agency in two installments upon receipt of two respective invoices from the Performing Agency:
1. The first invoice will occur shortly after the Effective Date and will cover past Project costs incurred by the Performing Agency. The expected amount of the first invoice is approximately \$550,000.
 2. The second invoice will occur at the next available invoicing opportunity after the Performing Agency incurs an additional \$150,000 in Project costs, or whatever amount remains to reach the maximum reimbursement of \$700,000.
- 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.
- D.** The Performing Agency is required to disaggregate invoiced items into URA and non-URA costs. The eligible amount has been otherwise established in Section 1(B) of this Agreement. If the eligible amount of URA costs decreases for any reason such that TIF dollars in this Agreement exceed the amount of eligible URA costs, the Performing Agency will promptly notify the Funding Agency and the parties will work in good faith to ensure that TIF dollars are spent only on legally eligible uses.

5. GENERAL

A. Termination.

1. The Termination Date of this Agreement is June 30, 2022 or the date all accrued obligations are performed, whichever is later.
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 unspent funds will be returned to the Funding Agency within sixty (60) days, provided that if eligible costs have already been incurred prior to the early termination date, funds may be retained by the Performing Agency to cover such pre-incurred costs.

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. 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 limits 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 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, 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

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.

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

CITY OF PORTLAND

PROSPER PORTLAND

Chris Warner, Director, Portland Bureau
of Transportation

Kimberly Branam Executive Director

(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.)

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Prosper Portland Legal Counsel



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7394

RESOLUTION TITLE:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR THE SPRINGWATER CONNECTOR PROJECT IN THE LENTS TOWN CENTER TAX INCREMENT FINANCE DISTRICT

Adopted by the Prosper Portland Commission on August 12, 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 Francesca Gambetti	<input checked="" 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 Serena Stoudamire Wesley	<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: August 18, 2020
Pam Feigenbutz, Recording Secretary	