

# INTERGOVERNMENTAL AGREEMENT

Between

**Portland Development Commission**

And

**Portland Bureau of Transportation**

For the

**Preliminary Engineering, Final Design, and Construction of the South Corridor Phase II:  
Portland –Milwaukie Light Rail Project**

This Intergovernmental Agreement (this "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") is made and entered into by and between the **City of Portland, Bureau of Transportation** (the "Bureau") 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. The Bureau is responsible for transportation operations and improvements within the City public rights of way.
3. A cooperative partnership between PDC and the Bureau will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.
5. 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 the Bureau and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the last above referenced Ordinance.
6. This form of Agreement is intended for funding project phases, including, but not limited to: Preliminary Engineering, Project Development, Project Final Design, Right-of-Way Acquisition, and Construction Management and Engineering. It is not intended for the Bid and Award Phase of construction projects.

## AGREEMENT

Now therefore, the parties agree as follows:

### I. The Project

**A. Background** The Regional Transportation Plan for the Portland Metropolitan region and the Transportation Element of the City Comprehensive Plan each anticipate the development of an a light rail line commonly known as the Portland – Milwaukie LRT Line (the “Project”). In July 2008, the City Council endorsed the Locally Preferred Alternant (“LPA”) and Metro adopted the LPA and the Land Use Final Order (“LUFO”) for the Project. In March 2009, the Federal Transit Administration (“FTA”) authorized the project’s entry into the Preliminary Engineering (“PE”) stage of project development. PE is expected to be completed in spring of 2010.

In June 2009, Council approved Resolution 36709, in which they approved a \$30 million funding plan for Local Matching Funds for the Project. This plan included a \$10 million contribution in tax increment financing from PDC.

In February 2010, the Portland-Milwaukie Light Rail Project Intergovernmental Grant Agreement between Tri-Metropolitan Transportation District of Oregon and the City of Portland (the “PBOT/TriMet Agreement”), was passed by Council. The PBOT/TriMet Agreement outlined the roles and responsibilities of the parties and is attached as Exhibit B. Under the PBOT/TriMet Agreement, the City is contributing \$30 million to the Project as outlined in this Agreement’s Exhibit A. Included in the City’s \$30 million contribution is \$10 million from PDC. This Agreement governs the contribution of the PDC funds.

TriMet is the lead agency for the Project and is responsible for entering into a Full Funding Grant Agreement (FFGA) with the FTA. TriMet will be applying for a federal grant and will be responsible for performing, or contracting for the design services and construction work.

The Project has requested approval from FTA to enter Final Design and is scheduled to begin construction in 2011.

### B. Summary of Work and Budget

1. To follow is a summary of the scope of work as covered in more detail in the PBOT/TriMet Agreement. TriMet shall commence Final Design promptly after being authorized by the FTA. TriMet is authorized to undertake advanced right-of-way acquisition during Preliminary Engineering and Final Design.

The Project will include two new Portland west side stations and eight new east side stations, and a 7.3 mile alignment consisting of double track light rail, stations, overhead centenary, park and ride lots and other necessary capital elements and amenities to connect downtown Milwaukie to Portland State University (“PSU”)

(collectively, the “Work”). The Project will include a new Transit/Pedestrian Bridge connecting the neighborhoods on the east and west side of the river. The Project will encourage economic development of the South Waterfront District, the Downtown Waterfront and Central Eastside Urban Renewal Areas and will support the reductions of greenhouse gas emissions of the region. The Work shall include the design and construction of the Project, known as the Orange Line, which will connect downtown Portland with SE Park Avenue in Clackamas County. The Project will serve the Central City, Portland State University, South Waterfront, SE Portland and the Milwaukie town center. The Orange Line will serve the following Urban Renewal districts: South Park Blocks, Downtown Waterfront, North Macadam and Central Eastside.

Starting from the north, the new route will connect to the Green Line at PSU and will follow SW Lincoln Street to a new structure, allowing the line to pass over SW Harbor Drive, under the I-5 and I-405 ramps, and into the South Waterfront District. Once in South Waterfront, the alignment will cross the Willamette River on a new transit bridge to a landing at the Oregon Museum of Science & Industry (OMSI) within the Central Eastside district. From OMSI the alignment will run adjacent to the Union Pacific Railroad in SE Portland and then operate in the center of 17th street. To the south, the alignment will travel through downtown Milwaukie, cross McLoughlin Boulevard and will travel to the west parallel to McLoughlin Boulevard, and eventually terminates at SE Park.

Construction shall commence at the earlier of (a) when TriMet receives a Letter of No Prejudice (“LONP”) or a similar approval from FTA, or (b) when a FFGA for the Project is executed by FTA. Construction shall be undertaken in conformance with the terms and conditions set forth in the LONP or FFGA, as it may be amended from time to time, and TriMet practices and procedures. In the event the Project does not proceed into construction, Project Funds disbursed by TriMet to pay such pre-FFGA construction costs will not be repaid or reimbursed by TriMet, FTA, or any other party. The City’s approval rights during construction shall be set forth in a Project Design and Construction Management Services Agreement to be separately negotiated by the parties after this Agreement is executed. The Project schedule is outlined below:

Activity	Date (1)
Complete Preliminary Engineering	March 2010
FTA Issues Final Environmental Impact Statement	May 2010
FTA Issues Record of Decision	July 2010
FTA Approval to Start Final Design, and Letter of No Prejudice, Construction Starts under LONP	October 2010
Full Funding Grant Agreement Executed by FTA	June 2012
Local Funds Deposited in Project Account	September 2012
Construction Complete	May 2015
Operations Starts	September 2015

To follow is a summary of the budget. The parties agree that the preliminary Project budget is about \$1.4 billion, as summarized below, the current Project budget encompasses funding for Preliminary Engineering, Final Design and Construction of the Project. The Project budget corresponds to the preliminary Project scope at the time this Agreement is first executed.

### PROJECT BUDGET

Cost Categories	Total (1) (2)
Right of Way / Real Estate	\$208,880,000
Utility Construction	\$19,874,000
Street Construction	\$43,375,000
Track Grade Construction	\$33,230,000
Structures	\$204,236,000
Stations	\$27,743,000
Park and Ride Lots	\$22,235,000
Road Crossings	\$11,927,000
Track Installation and materials	\$41,277,000
Special conditions	\$38,417,000
Fare Collection	\$5,168,000
Traction Electrification Systems	\$25,399,000
Signals	\$25,900,000
Communications	\$16,898,000
Light Rail Vehicles (20)	\$87,065,000
Operations and Maintenance Facility (Ruby)	\$7,950,000
Engineering and Administration	\$172,000,000
Contingencies	\$147,000,000
Finance Charges	\$146,658,000
Inflation to Mid-Year of Construction	\$132,425,000
<b>Total</b>	<b>\$1,417,657,000</b>

(1) The Project Budget addresses Preliminary Engineering, Final Design, and Construction.

(2) Project Budget will be amended from time to time based on Preliminary Engineering, Final Design, FFGA negotiations, FTA requirements, and the results of bid prices

A detailed description of the finance plan is set forth in Exhibit B attached and the scope of work performed by TriMet is outlined in the PBOT/TriMet Agreement as attached.

## **II. CONTRACT MANAGEMENT**

**A.** The Party who will provide the funds for tasks listed in this Agreement shall be referred to in this Agreement as the "Funding Agency." PDC, for purposes of this Agreement, shall be the Funding Agency.

**B.** The Party managing the PBOT/TriMet Agreement shall be referred to in this Agreement as the "Performing Agency." The Bureau, for purposes of this Agreement, shall be the Performing Agency.

### **C. Funding Agency.**

1. Contract Signatory. The Funding Agency Contract Signatory shall be Bruce A. Warner or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
2. Contract Manager. The Funding Agency Contract Manager shall be Lois Cortell (the "Funding Agency Contract Manager"). The Funding Agency Contract Manager is responsible for the day-to-day management of 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 Susan D. Keil, 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 Kathryn Levine (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 Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by Funding Agency (the "Performing Agency Project Manager") to carry out the responsibilities designated in this Agreement.
  - a) The Funding Agency Project Manager shall be Lisa Abuaf, or such other person as designated in writing by Bruce Warner, Executive Director, PDC.
  - b) The Performing Agency Project Manager shall be Teresa Boyle or Art Pearce or such other person as designated in writing by Kathryn Levine and approved by the Funding Agency Project Manager.
2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
3. The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or the Bureau desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party's contract manager shall notify the other contract manager in writing, and if required, they will meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

**F. Project Staffing – Performing Agency:** The following Performing Agency personnel are being assigned to perform the Work. No Performing Agency personnel shall be reimbursed under this Agreement. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to manage the PBOT/TriMet Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel.

1. Teresa Boyle, Light Rail Project Manager 503-823-6197
2. Art Pearce, Senior Project Manager 503-823-7791

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

1. Lisa Abuaf, Central City Manager 503-823-7380
2. Trang Lam, Senior Project Manager 503-823-3419

#### **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 Bureau staff will review the Project expenditures to insure that the expenditures are in accordance with the terms and conditions of the PBOT/TriMet Agreement. Staff shall regularly brief PDC staff on the status of the Project and the expenditures.
2. Project Status Reports are required to be submitted beginning within 60 days after the Effective Date of this Agreement and shall continue periodically.

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

**K. 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.

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

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager:

All work to be completed by TriMet as outlined in the PBOT/TriMet Agreement.

- a) David Unsworth, Project Development Manager, TriMet 710 NE Holladay, Portland Oregon 97232 503-962-2147

**M. 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 includes Eligible Costs and/or Eligible Funds for work conducted by TriMet through the PBOT/TriMet Agreement. The Bureau is responsible for TriMet's fulfilling the requirements. The Bureau is also responsible for structure of payment to RACC.

**N. Business and Workforce Equity**

The Project is funded by the Federal Transit Administration through an Intergovernmental Agreement with TriMet. The Bureau shall operate under the umbrella of and in accordance with TriMet's Disadvantaged Business Enterprise

(DBE) Program. It is the policy of TriMet that DBEs, as defined by 49 CFR Part 26, shall be provided with a level playing field to participate in the performance of contracts financed in whole or in part with Federal funds.

**O. Special Contract Management Provisions**

1. *None*

**III. FUNDING / COMPENSATION / ALLOWABLE COSTS**

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed **TEN MILLION DOLLARS (\$10,000,000)** for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from the North Macadam Urban Renewal Area (N Mac URA).
- C. The full amount of funds is included in Fiscal Year 2012-2013 of the N Mac URA Fiscal Year 2010-2011 and five-year forecast Revised Requested Budget. If the Project funding spans multiple fiscal years, PDC will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission Five-Year Budget Forecast, PDC staff agrees to recommend to the PDC Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.
- 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.

**IV. BILLING AND PAYMENT PROCEDURE**

- A. The Performing Agency shall submit to the Funding Agency Project Manager a one time billing for work to be performed as described in the Scope of Work and Budget. This one time billing will occur as outlined in Section 4 of the PBOT/TriMet Agreement or within Fiscal Year 2012-2013, whichever is later.
- B. The billing shall include at a minimum:
  1. a description of the nature and cost of work accomplished, or to be accomplished;
  2. disbursements to consultants, contractors and outside vendors for materials and services; and
  3. any other specific detail or documentation as desired by the Funding Agency Contract Manager, which can be reasonably provided by the Performing Agency.

- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

## V. GENERAL

### A. Termination.

1. The Termination Date of this Agreement is June 30, 2013, or when the Full Funding Grant Agreement is received.

### B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A "significant" impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:

- a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
- b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
- c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section 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 be subcontracted to TriMet as outlined in the PBOT/TriMet Agreement.

**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 addressed in the PBOT/TriMet Agreement.

**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 the Bureau and the Portland Development Commission and, if appropriate, financed by the North Macadam Urban Renewal Project.

**VI. Amendments**

1. Except as otherwise provided for in this Agreement, the Bureau 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 either party until agreed to in writing.

**VII. Merger Clause**

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

[Signature page to follow]

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

**CITY OF PORTLAND**

**PORTLAND DEVELOPMENT COMMISSION**

\_\_\_\_\_  
 Susan D. Keil, Director, Portland  
 Bureau of Transportation  
 (Executed under authority delegated by  
 Ordinance No. 181631, passed by  
 Council February 27, 2008, and  
 amended by Ordinance No. \_\_\_\_, passed  
 by Council \_\_\_\_, 2010.)

\_\_\_\_\_  
 Bruce A. Warner, Executive Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

APPROVED AS TO FORM:  
 APPROVED AS TO FORM

APPROVED AS TO FORM:

  
 City Attorney CITY ATTORNEY

\_\_\_\_\_  
 Legal Counsel

\_\_\_\_\_  
 City Auditor

\_\_\_\_\_  
 Date

**Exhibit A:****Portland to Milwaukie LRT Project****Funding Plan for City of Portland \$30 million dollar local match contribution**

<b>Source</b>	<b>Amount</b>
PDC Tax Increment Financing – North Macadam URA	\$10M
PBOT Parking Revenue	\$3.22M
South Central City/University District/Science and Technology Triangle TSDC Overlay	\$5M
Citywide TSDC	\$1.78M
North Macadam TSDC Overlay	\$10M
<b>Total LRT Match</b>	<b>\$30M</b>

**Exhibit B**

**FINANCE PLAN**  
(Expressed in Millions)

Expenditures	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	Total
Construction	3,110	25,391	75,212	241,167	372,711	315,733	184,990	4,684		1,417,657
In-kind						48,000				48,000
Interim Finance	10			112	929	10,099	16,644	12,773	4,699	45,266
Local Interest Costs		1,425	12,279	14,957	16,977	16,446	15,786	15,048	8,472	101,392
<b>Total Expenditures</b>	<b>3,120</b>	<b>26,817</b>	<b>87,491</b>	<b>256,237</b>	<b>390,617</b>	<b>390,279</b>	<b>217,420</b>	<b>32,506</b>	<b>13,171</b>	<b>1,417,657</b>
<b>Revenues</b>										
Federal New Starts				150,000	150,000	150,000	150,000	150,000	100,594	850,594
State Lottery Bonds	250,000									250,000
MTIP Funds			72,500							72,500
In-Kind						48,000				48,000
City of Milwaukie					5,000					5,000
City of Portland					30,000					30,000
Clackamas County					25,000					25,000
TriMet				30,000						30,000
Other Local					5,171					5,171
Interim Finance					972	175,832	51,634	(132,543)	(95,895)	-
Local Interest Costs		1,425	12,279	14,957	16,977	16,446	15,786	15,048	8,472	101,392
<b>Total Revenues</b>	<b>250,000</b>	<b>1,425</b>	<b>84,779</b>	<b>194,957</b>	<b>233,120</b>	<b>390,278</b>	<b>217,420</b>	<b>32,505</b>	<b>13,171</b>	<b>1,417,657</b>

**ORDINANCE No. 183554**

Authorize an Intergovernmental Grant Agreement with TriMet for City financial contributions to fund the final design and construction of the South Corridor Phase II: Portland-Milwaukie Light Rail Project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. City Council adopted Resolution No. 36625 on July 17, 2008, specifying a new Locally Preferred Alternative for the South Corridor Phase II: Portland-Milwaukie Light Rail Project.
2. The total project cost is estimated to be \$1.417 billion dollars and, under local funding match requirement, the City of Portland contribution to the local match is \$30 million dollars.
3. City Council accepted Resolution No. 36709 on June 17, 2009, which outlined the recommended conceptual funding plan for the \$30 million dollar City of Portland contribution to the South Corridor Phase II: Portland-Milwaukie Light Rail Project and directed the Portland Bureau of Transportation to work with the Office of Management and Finance, other city bureaus and the Portland Development Commission to pursue the development of a final funding plan, including interim financing.
4. The funding plan includes a \$10 million dollar contribution of Tax Increment Financing from The Portland Development Commission. An intergovernmental grant agreement will be prepared between the Portland Bureau of Transportation and the Portland Development Commission to secure that contribution.
5. City Council adopted through Ordinance 182652 a Transportation System Development Charge Overlay for the North Macadam area and allocated \$10 million dollars of that future revenue to the Portland to Milwaukie Light Rail Project.
6. The Bureau of Transportation has committed to funding the remaining \$10 million dollars through a combination of parking revenues, City Wide Transportation System Development Charges and a new South Central City/University District/Science and Technology Triangle TSDC overlay district.

NOW, THEREFORE, the Council directs:

- a. The Council to adopt the final funding plan for the city's \$30 million dollar contribution to the South Corridor Phase II: Portland-Milwaukie Light Rail Project as outlined in Exhibit A.

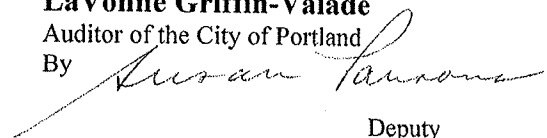
- b. That the Mayor and the Auditor are hereby authorized to sign the Intergovernmental Grant Agreement between the City of Portland and TriMet, substantially in accordance with the agreement attached as Exhibit B to the original of this ordinance and by this reference made a part hereof.
- c. Council directs the Portland Bureau of Transportation to prepare an IGA between the Bureau of Transportation and the Portland Development Commission for the PDC's \$10 million dollar contribution and bring back to Council for approval.
- d. The Mayor and Auditor are hereby authorized to draw and deliver warrants when demand is presented and approved by proper authorities.
- e. Council directs the Portland Bureau of Transportation to work with the Office of Management and Finance to secure interim financing for this contribution.

Passed by the Council, FEB 24 2010

Mayor Sam Adams  
Prepared by: Art Pearce:slg  
Date Prepared: February 5, 2010

**LaVonne Griffin-Valade**  
Auditor of the City of Portland

By



Deputy

249257

183833

Agenda No. 183554  
**ORDINANCE NO.**  
 Title

Authorize an Intergovernmental Grant Agreement with TriMet for City financial contributions to fund the final design and construction of the South Corridor Phase II: Portland-Milwaukie Light Rail Project. (Ordinance)

<b>INTRODUCED BY</b> Commissioner/Auditor: <b>MAYOR SAM ADAMS</b> <i>E. Dillmann</i> on behalf of Mayor Adams <b>COMMISSIONER APPROVAL</b> Mayor—Finance and Administration - Adams Position 1/Utilities - Fritz Position 2/Works - Fish Position 3/Affairs - Saltzman Position 4/Safety - Leonard <b>BUREAU APPROVAL</b> Bureau: Bureau of Transportation Group Manager: Greg Jones Development & Capital Program Other: <i>And P Greg Jones</i> Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/> Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Council Meeting Date <b>FEBRUARY 18, 2010</b> City Attorney Approval <i>Memo</i>	<b>CLERK USE: DATE FILED</b> <b>FEB 11 2010</b> LaVonne Griffin-Valade Auditor of the City of Portland By: <i>[Signature]</i> Deputy <b>ACTION TAKEN:</b> <b>FEB 18 2010 PASSED TO SECOND READING FEB 24 2010 9:30 A.M.</b>
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<b>AGENDA</b> <b>TIME CERTAIN</b> <input checked="" type="checkbox"/> <b>Start time: 2:00 PM</b> <b>Total amount of time needed: 30 min</b> (for presentation, testimony and discussion) <b>CONSENT</b> <input type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>Total amount of time needed:</b> _____ (for presentation, testimony and discussion)
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FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	<input type="checkbox"/>	<input type="checkbox"/>
2. Fish	2. Fish	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Saltzman	3. Saltzman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Leonard	4. Leonard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adams	Adams	<input type="checkbox"/>	<input type="checkbox"/>