

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
METRO
And
PORTLAND PARKS & RECREATION (City or PP&R)**

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into by and between METRO, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 ("Metro") and Portland Parks & Recreation, City of Portland, located at 1120 SW Fifth Avenue, Suite 1302, Portland, Oregon, 9704-1933 ("PP&R" or "City").

I. Purpose of IGA

The intent of this IGA is to create mutual understanding of the expectations of the Metro and the City's Bureau of Portland Parks & Recreation as to how they will work together to complete a study of the options for future transportation and park related projects in Washington Park.

Objective One: Metro, with the assistance of a consultant team (Rick Williams Consulting and Kittleson Engineers), will investigate and prepare a study of parking related improvement projects and strategies at Washington Park based on a scope of work approved by Portland Parks & Recreation and Metro. The estimated contribution from PP&R for this work is \$26,000.

Objective Two: Metro, with the assistance of a consultant team (SRG and Atelier Dreiseitl) is investigating the possibility of structured parking at Washington Park's South Lot, serving the Oregon Zoo, Children's Museum, World Forestry Center and Hoyt Arboretum. This work is based on a scope of work approved by Portland parks and Recreation and Metro. The estimated contribution from PP&R for this work is \$30,000.

II. RESOURCES AND ACTIONS FOR ACCOMPLISHING GOALS

1. Both agencies agree to:

- a. Work collaboratively to approve a scope of work to achieve the stated goals in this IGA.
- b. Meet on a periodic basis to ensure PP&R staff has the opportunity to review draft findings and reports prior to Metro's request of PP&R for final approval of the reports and findings in Objective One and Objective Two of this IGA.
- c. Coordinate public outreach, involvement and distribution of draft and final findings of the scope of work under Objective One and Two of this IGA.

2. Metro agrees to:

- a. Use the funding from Portland Parks & Recreation for Objective 1 solely for the study of park and transportation related improvements at Washington Park with the work to be completed by December 31, 2011, or earlier, as agreed upon by both parties.
- b. Use the funding from Portland Parks & Recreation for Objective 2 solely for the study of structured parking Schematic Design work at the Washington Park South Parking Lot.
- c. Name City as an intended user of any studies or reports that are prepared pursuant to this Agreement and to timely provide City with copies of such studies once they are completed.

3. Portland Parks & Recreation agrees to:

- a. Provide \$26,000 to Metro for completion of Objective 1, and with written approval from PP&R increase this amount by \$4,000, up to a total of \$30,000 to Metro for completion of Objective 1 in this Agreement.
- b. Provide \$30,000 to Metro for completion of Objective 2 in this Agreement.
- c. Payments will be made upon PP&R and Metro approval of the completion of the work for Objective 1 and Objective 2 of this Agreement, and 30 days after receipt of invoice from Metro. Payments can be invoiced and made for each Objective separately.

IV. TERMS OF AGREEMENT

1. Access to Records: Metro shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of Metro that are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request.

2. Audits: (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time during the term of this Agreement and for three (3) years after the termination of this Agreement. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. (b) If an audit discloses that payments to Metro were in excess of the amount to which the Metro was entitled or were used for payment of expenses that are not consistent with the terms of this Agreement, then Metro shall repay the appropriate amount to the City.

3. Compliance with Applicable Law: In connection with its activities under this Agreement, Metro shall comply with all applicable federal, state and local laws and regulations.

4. Indemnity: Metro, its officers, agents, contractors and employees shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or

actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Metro or its contractors, agents or employees under this agreement.

5. This agreement will remain in effect from August 17, 2011 – June 30, 2012

6. This agreement may be terminated by the mutual agreement of the parties at any time.

7. The Director of Portland Parks and Recreation is authorized to give any consents or direction required herein and to execute any amendment to this agreement that does not increase the funding provided by PP&R beyond the approved annual budgetary allocation.

8. Metro shall maintain, through self insurance or a policy, public liability and property damage insurance that protects the Metro and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Metro's work under this Agreement. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by Metro. Upon 60 days written notice, City may increase required coverage limits. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

Metro and all employers working under this Agreement shall comply with Oregon's workers compensation law, Oregon Revised Statutes Chapter 656, that requires subject employers to provide workers' compensation coverage for all their subject workers. Metro shall maintain workers' compensation insurance coverage for the duration of this Agreement.

The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the Property Manager, Portland Parks and Recreation. Metro shall maintain continuous, uninterrupted coverage for the duration of the Agreement. Permittee shall maintain on file with PPR's Property Manager a certificate of insurance or self-insurance and additional insured endorsement certifying the coverage required under this Agreement. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

Metro shall require any contractor or consultant performing work pursuant to this Agreement to meet the same insurance requirements required of Metro.

9. Notices. All notices under this Agreement shall be in writing and shall be deemed validly given if sent by mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. If any such notice or communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice or other communication shall be effective on the date delivery is attempted. Until such time as a party notifies the other in writing of a change of address, notices should be addressed as follows:

PP&R:	Portland Parks and Recreation Bureau 1120 SW 5 th Ave, Suite 1302 Portland, OR 97024 Attention: Property Manager Telephone: (503) 823-5229 Facsimile: (503) 823-5570
METRO:	(insert contact) Metro Portland, OR 97211 503-223-3422 503-823-5841 FAX

IN WITNESS WHEREOF, PPR and Metro have caused their duly authorized representatives to execute this Agreement in triplicate.

PORTLAND PARK AND RECREATION

METRO:

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

~~APPROVED AS TO FORM~~

~~_____
 Harry Auerbach
 Chief Deputy City Attorney~~

APPROVED AS TO FORM

Paula Vreug
 CITY ATTORNEY