

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
FOR
SUPPORT OF
EEO, BUSINESS AND WORKFORCE
EQUITY PROGRAMS, AND SOUTH WATERFRONT CENTRAL DISTRICT

This Intergovernmental Agreement (this "IGA") is between the City of Portland Bureau of Internal Business Services, Procurement Services (the "Bureau") and the Portland Development Commission ("PDC") and shall be a one-year agreement beginning July 1, 2012 (the "Effective Date"), for an annual amount not to exceed One Hundred Ten Thousand Dollars (110,000). The Bureau and PDC may collectively be referred to herein as the "Parties" and individually as a "Party".

RECITALS

- A. The City of Portland (the "City") currently has certain Programs (as hereinafter defined) concerning purchasing and construction activities.
- B. The Bureau administers the Programs on behalf of the City.
- C. PDC acts as its own Local Contract Review Board, and has promulgated its own contracting and purchasing rules, including its own requirements for participation in some of the Programs and its own standards for Business and Workforce Equity to include M/W/ESB contractors in projects.
- D. PDC engages in some direct contracting. However, the bulk of the construction generated by PDC activity is contracted by persons or entities that borrow money from, acquire property from, or receive financial benefit from other programs administered by PDC. PDC has adopted a contracting policy that requires such persons or entities to participate in its construction contracting programs, which are substantially similar to the City's Programs.
- E. By utilizing some Programs and City employees with experience regarding the Programs, PDC will save money and avoid unnecessary duplication and effort. Therefore, PDC and the Bureau have agreed to work together.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained in this IGA, including the foregoing recitals, the Parties hereby agree as follows:

AGREEMENT

1. DEFINED TERMS

Words that are capitalized, and which are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this IGA. References to PDC's potential contractors include contracting with the persons or entities with which the PDC does business (each, a "Contractor").

2. PROGRAM DESCRIPTIONS

A. The City shall implement the following programs on behalf of PDC:

1. The City's Equal Employment Opportunity certification program (the "EEO Program") requires a vendor to obtain an EEO certification before the City can acquire more than \$2500 in goods and services from it during a fiscal year. The City will provide EEO certification services to PDC.
2. The PDC Business Equity Program requires contractors on specified projects to make contracting opportunities available to Minority Business Enterprises ("MBEs"), Women Business Enterprises ("WBEs") and Emerging Small Businesses ("ESBs") (Collectively ("M/W/ESBs") when subcontracting portions of PDC-funded projects. The PDC Workforce Equity Program requires contractors working on certain construction projects to make efforts to hire and train a diverse workforce including apprentices. This includes the City's Workforce Training and Hiring Program (the "WTHP"). The City will provide M/W/ESB utilization and workforce tracking as set forth in the PDC Business and Workforce Equity Policy and Procedures. The City will provide Monthly M/W/ESB Utilization and Workforce reports.
3. The South Waterfront Project Apprenticeship Agreement refers to the agreement signed on December 13, 2005 by the Portland Development Commission, Oregon Health and Science University, River Campus Investors and North Macadam Investors to implement strategies to diversify the workforce on the South Waterfront Central District. The City will provide Project Apprenticeship Agreement MWESB and Workforce tracking specific to the South Waterfront Central Districts.
4. The City will provide reports and data necessary to compile the PDC Annual Diversity in Contracting and Workforce Training Report for 2012/2013.
5. This IGA covers all projects issued by PDC in 2012-2013. Support cost of any significant projects that are identified after the IGA has been executed and not included in the above cost structure shall be negotiated by the City and PDC. All additions to the IGA shall be memorialized through an addendum signed by both parties.

3. SERVICES TO BE PROVIDED BY THE BUREAU

1. The Programs require considerable staff time, expertise and information technology systems to successfully implement. The City has the necessary staff, expertise and information technology systems in-place to administer the Programs on PDC's behalf. The Parties agree to enter into this IGA whereby each Party will undertake certain actions as described herein to ensure the successful implementation of the Programs. By contracting with the Bureau to provide these services it is believed considerable cost savings will be achieved by avoiding the duplication of efforts that would otherwise be required.

4. FUNDING

1. Administration of the Programs on behalf of PDC will require the involvement of a portion of each of the following positions: Purchasing Manager, Contractor Development Supervisor, Contract Compliance Specialists, and two Procurement Assistants. In addition, a portion of the City's technology systems are customized for PDC reporting purposes.
2. As compensation for the Bureau's services set forth in Section III herein, PDC shall pay the City quarterly payments of \$27,500 each for a total amount not to exceed \$110,000 within 30 calendar days of receiving the City's request for payment. Payment will be based on receipt of services as outlined in the Agreement. If projects are added or additional services are required, this amount may be amended through an addendum to this IGA with agreement by both Parties.

5. EEO PROGRAM RESPONSIBILITIES

A. The City shall:

1. Review applications for EEO certification from potential vendors, and prime contractors for PDC-owned and PDC-financed projects and services with EEO Program requirements. Review applications for subcontractors on direct bid projects only, and determine whether the applicant should be certified.
2. Provide access for PDC staff to a searchable database containing up-to-date Contractor EEO certification information.

B. PDC shall:

1. Include in its reference material and in its written contract documents, including but not limited to, Invitations to Bid ("ITBs") and Requests for Proposals ("RFPs") the requirement that its vendors and contractors must be EEO certified.

C. The Bureau and PDC shall jointly:

1. Promote and advertise EEO certification in formats and methods agreed to by the Parties.

6. BUSINESS EQUITY PROGRAM

A. The City shall:

1. Provide compliance activities to implement the Business Equity Program, at a level sufficient to satisfy program requirements. These activities include, but are not limited to, attendance at PDC pre-proposal, pre-bid, and preconstruction meetings to discuss the Business Equity Program requirements, monthly data collection and compliance reviews, late submittal notices to Contractors, site visits, and timely notification to PDC staff of compliance issues and monthly compliance reviews and data collection for all PDC projects.
2. Monitor PDC owned construction projects greater than \$200,000; PDC sponsored projects receiving more than \$300,000 of PDC resources to finance a project with hard construction costs greater than \$300,000; or intergovernmental agreement with hard construction costs greater than \$200,000 and more than \$100,000 in PDC resources for compliance with PDC's established goals as set forth in the PDC Business Equity Policy and Procedures.
3. Provide assistance to PDC employees, Contractors and vendors by telephone who desire information about the PDC Business Equity Programs;
4. Collect M/W/ESB reports on PDC-owned and supported projects from July 1, 2012 through June 30, 2013.
5. Collect data on monthly payments to subcontractors.
6. Provide monthly project-specific M/W/ESB utilization and payment reports to PDC.
7. Provide monthly reports outlining projects, prime contractor, and subcontractor payments. These reports will be provided by the end of the month unless otherwise specified by PDC.

B. PDC shall:

1. Require compliance with the Business Equity Program, as provided in PDC's policies by including the requirements in contract specifications, RFPs, loan documents, development agreements and similar documents.
2. Cooperate with the City to implement the Business Equity Program, by requiring its project managers and purchasing staff to coordinate their efforts

with the City to review PDC solicitation documents and contract documents for inclusion of Program requirements and to forward appropriate documents to the City, and to take enforcement against Contractors, as needed.

3. Require Contractors to send to the Bureau a list of all subcontractors working on the project, and the subcontract amounts.
4. Require Contractors to send a Monthly Utilization Report ("MUR") to the Bureau on a monthly basis.

7. WORKFORCE EQUITY PROGRAM

A. The City shall:

1. Provide outreach and compliance activities to implement the Workforce Equity Program, including the Workforce Training & Hiring Program, at a level sufficient to satisfy program requirements. These activities include, but are not limited to, attendance at PDC pre-proposal, pre-bid, and preconstruction meetings to discuss the Workforce Equity Program requirements, monthly data collection and compliance reviews, late submittal notices to Contractors, site visits, and timely notification to PDC staff of compliance issues and monthly compliance reviews and data collection for all PDC projects.
2. Provide to PDC project managers a monthly monitoring report on all PDC funded projects in the format used by the City, listing workforce hours and apprentices, all race and gender groups, and all subcontractors with subcontracts of \$100,000 or more. At a time jointly acceptable to the Parties, provide monthly reports for PDC projects to PDC Management.
3. Monitor PDC Owned prime construction contracts or intergovernmental agreements whereas the prime contract is greater than \$200,000 and the sub-contract is greater than \$100,000; PDC sponsored projects receiving \$300,000 or more of PDC resources to finance the project with a hard construction cost greater than \$1,000,000 applicable to the prime contract and any sub-contract greater than \$100,000 for compliance with PDC's established goals as set forth in the PDC Workforce Equity Policy and Procedures.
4. Provide assistance to PDC employees, Contractors and vendors by telephone who desire information about the PDC Workforce Equity Programs.

B. PDC shall:

1. Require compliance with the Workforce Equity Program, including the Workforce Training & Hiring Program, as provided in PDC's policies by

including the requirements in contract specifications, RFPs, loan documents, development agreements and similar documents.

2. Cooperate with the City to implement the Workforce Equity Program, including the Workforce Training & Hiring Program, for PDC projects by requiring its project managers and purchasing staff to coordinate their efforts with the City and to review PDC solicitation documents and contract documents for inclusion of Program requirements and to forward appropriate documents to the City, and to take enforcement action against Contractors, as needed.

8. SOUTH WATERFRONT PROJECT APPRENTICESHIP AGREEMENT

A. The City shall:

1. Provide workforce tracking and reporting activities to implement the Project Apprenticeship Agreement on both PDC funded and City-funded construction projects subject to the Project Apprenticeship Agreement. Such activities include, but are not limited to:
 - a) Verify the training agent status of contractors with the Bureau of Labor and Industry.
 - b) Collect monthly employment reports from contractors.
 - c) Verify State of Oregon apprentice registration status of contractor reported apprentices.
 - d) Attend pre-bid/pre-construction meetings to discuss contractor submittal requirements.
 - e) Provide monthly reports to PDC on workforce participation as defined in the Project Apprenticeship Agreement.
 - f) Inform PDC of any discrepancies between contractor reported information and the Bureau's verification of the accuracy of the reported information.
2. Provide workforce tracking and reporting activities on the **OUS/OHSU (Oregon University System/Oregon Health Sciences University) Collaborative Life Sciences Building**. Such activities include and are limited to:
 - a) Collecting Monthly Employment Reports and Exhibit 2s.
 - b) Providing monthly South Waterfront Diversity Report and Count.

- c) Verifying training agent status and apprentices.
- d) Notifying prime contractor of any compliance related issues.

B. PDC shall:

1. Work with the Development Agreement Parties to ensure compliance with Project Apprenticeship Agreement.
2. Notify the City of projects in the South Waterfront Central District Project Area subject to the Project Apprenticeship Agreement, before the project begins.
3. Notify the City of the PDC staff person responsible for working with Contractors to develop the following documents.
 - a) Comprehensive Plan outlining good faith efforts the Contractor will make to achieve minority and women workforce goals.
 - b) Description of efforts the Contractor intends to make to ensure diversity goals are met.
 - c) Description of any assistance the Contractor believes will be necessary from PDC to meet the minority and women workforce goals.
4. Provide copies of all commitments from the individual trade apprenticeship programs outlined in the South Waterfront Diversity and Strategy Agreement.

9. **PROFESSIONAL SERVICES CONTRACTS**

A. The City shall:

1. Collect monthly data on payments to professional services firms.
2. Send payment verification letters to all certified firms, upon substantial completion of project.
3. Provide monthly report on payments and MWESB utilization.

B. PDC shall:

1. Require Contractors to send to the Bureau a list of all professional services firms working on the project, and their contract amounts.

2. Require Contractors to send a Monthly Utilization Report ("MUR") to the Bureau on a monthly basis.

10. DURATION AND TERMINATION

This IGA shall be effective from July 1, 2012 thru June 30, 2013. This IGA may be renewed annually mutual agreement of the Parties and signed off by the Chief Procurement Officer. Either party may terminate this IGA upon giving thirty (30) days written notice. In the event of termination the Bureau shall be entitled to payment for work performed prior to the notice of termination.

11. COMPLIANCE WITH LAWS

In connection with its activities under this IGA, the Parties shall comply with all applicable federal, state and local laws and regulations including the appropriations and budget limitation laws of each Party.

12. MISCELLANEOUS PROVISIONS

The City or PDC may amend this IGA only in writing and by mutual consent. This IGA supersedes all prior written or oral discussions or agreements concerning services to be performed by either Party.

CITY OF PORTLAND PROCUREMENT SERVICES

Approved as to Form

APPROVED AS TO FORM

Christine Moody, Chief Procurement Officer Date

James H. Van Dyke
City Attorney Date *8/23/12*

PORTLAND DEVELOPMENT COMMISSION

Patrick Quinton, Executive Director Date

PDC Legal Counsel