

## INTERGOVERNMENTAL AGREEMENT

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Contract No. 0000935443

THIS AGREEMENT is between Metro, an Oregon municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, (“Metro”), and City of Portland 1120 SW 5<sup>th</sup> Ave, Portland, Oregon 97204 (“Portland”).

### RECITALS

- A. By the authority granted in ORS 190.110, units of local government may enter into agreements with units of local government for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.
- B. As part of its Construction Career Pathways Project (C2P2), Metro will receive financial support and contributions from public partners to help defray the cost of convening the C2P2 Public Owner Workgroup (Workgroup).
- C. Portland is a public partner that will provide financial support to the C2P2 Public Owner Workgroup.
- D. The C2P2 Public Owner Workgroup is charged with developing and adopting a regional approach to construction workforce equity. The Workgroup will identify and implement investments and adopt strategies that help align efforts to support career opportunities for people of color and women in the construction trades.
- E. As a result of the public procurement process, Estolano LeSar Advisors (ELA) has been commissioned to provide facilitation and strategic planning services. ELA is a nationally-renowned consulting firm that has unique expertise in crafting equitable economic and workforce development programs, and specializes in managing multi-stakeholder processes.

NOW THEREFORE, in consideration of the foregoing, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

### TERMS OF AGREEMENT

**1. Purpose**

The purpose of this Agreement is to define and establish the purpose and use of funds received from Portland to Metro to support the cost of Estolano LeSar Advisors, the facilitation and strategic planning team that will guide the C2P2 Public Owner Workgroup.

**2. Term.**

This Agreement shall be effective as of the latest date all required signatures are obtained and shall be completed and automatically terminate on August 1, 2019, unless extended by a fully executed amendment in writing and signed by both parties.

**3. Responsibilities of Portland.**

Portland agrees to:

- a. In consideration for the services Metro will provide under this Agreement, pay Metro the sum of TWENTY FIVE THOUSAND AND 00/100TH DOLLARS (\$25,000.00).
- b. Participate as a member of the C2P2 Public Owner Workgroup, along with other local jurisdictional partners, and help accomplish the deliverables and outcomes of the project as identified in the Scope of Work attached hereto as Exhibit A (the “Work”).
- c. Certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within Portland’s current appropriation or limitation of current budget.
- d. Comply with (i) Title VI of Civil Rights Act of 1964; and (ii) Section V of the Rehabilitation statutes, rules and regulations.

**4. Responsibilities of Metro:**

Metro agrees to:

- a. Identify and manage a facilitator for C2P2’s Public Owner Workgroup as further set forth in the Scope of Work attached hereto as Exhibit A (the “Work”).
- b. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.

**5. Project Managers; Contacts.**

Metro appoints David Fortney as Metro’s project manager for this Agreement. Portland appoints Lester Spitler, as [Portland’s] project manager for this Agreement.

Metro: David Fortney  
600 NE Grand Ave.  
Portland, OR 97232  
503-797-1940  
[david.fortney@oregonmetro.gov](mailto:david.fortney@oregonmetro.gov)

Portland: Lester Spitler  
City of Portland  
1120 SW 4<sup>th</sup> Ave  
Portland, OR 97204  
503-823-1095  
[Lester.Spitler@portlandoregon.gov](mailto:Lester.Spitler@portlandoregon.gov)

**6. Termination of Agreement.**

This Agreement may be terminated by mutual written consent of both parties. Metro may terminate this Agreement effective upon delivery of written notice to Portland, or at such later date as may be established by Metro, under any of the following conditions:

- a. If Portland, fails to provide funds called for by this Agreement within the time specified herein or any extension thereof.
- b. If either party fails to perform any of the other provisions of this Agreement, and after receipt of written notice from the other party fails to correct such failures within 10 days or such longer period as the other party may authorize.
- c. If Metro fails to receive additional funding, appropriations, limitations or other expenditure authority at levels sufficient to provide the services provided in the Agreement.
- d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Metro is prohibited from paying for such work from the planned funding source.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**7. Insurance**

Metro and Portland, are self-insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing services under this agreement.

**8. Indemnification.**

- a. Portland, shall indemnify, defend, and hold harmless Metro, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Portland, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
- b. Metro shall indemnify, defend, and hold harmless Portland, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Metro, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

**9. Access to Records.**

- a. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Metro, pursuant to this Agreement are work products and are the property of Metro. At Portland request, Metro shall promptly provide Portland with an electronic version of all work products that have been produced or recorded in electronic media.

- b. The Parties shall maintain all fiscal records in accordance with generally accepted accounting principles and shall maintain records for a period of six years from the date of final completion of this Agreement. Portland shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, at reasonable times and places regardless of whether litigation has been filed on any claims.

**10. Amendments.**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written amendment signed by both parties.

**11. Governing Law.**

This Agreement shall be governed in accordance with the laws of the State of Oregon, without resort to any jurisdiction’s conflicts of laws, rules, and doctrines. Any litigation between the parties that arises out of or relates to the performance of the Agreement shall occur in the Multnomah County Circuit Court if brought by Portland, and the Multnomah County Circuit Court if brought by Metro, and if in the federal courts, the United States District Court for Oregon.

**12. Assignment; Merger; Entire Agreement.**

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro’s written consent. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a part to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

**Metro,**

**Portland**

By: \_\_\_\_\_

By: \_\_\_\_\_

Metro Chief Operating Officer

Date \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_

By: \_\_\_\_\_

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## Exhibit “A” Statement of Work

### 1. General Description of the Work

Estolano LeSar Advisors (ELA) will provide facilitation and strategic planning services to the Workgroup. In particular, ELA will guide the Workgroup to help define and strategically plan for a regional approach to construction workforce equity. ELA will develop the foundation for public agencies and other key stakeholder groups to work together. ELA will problem-solve and troubleshoot with individual agencies as needed while keeping the workgroup moving toward achieving objectives. ELA will also help the Workgroup develop strategies to effectively work with labor, industry, and the community as this work requires collaboration between all of our major stakeholder groups to be successful.

### 2. Deliverables/Outcomes

Estolano LeSar Advisors will facilitate discussions and negotiations among public agencies and other stakeholders to ensure consensus in developing a regional framework that will guide activity for years to come. ELA will lead a series of ten (10) meetings with the Public Owner Workgroup (Workgroup) to build trust and lasting collaboration among participants, ensure a common understanding of the importance of creating opportunities for women and people of color, and creating a firm commitment to successfully implementing the final regional framework. Estolano LeSar Advisors will run efficient, outcomes-driven meetings. All meetings will be two hours in length. ELA will send out agendas and meeting materials at least three days before the day of the meeting, and meeting notes will be distributed at most one week after.

#### 2018

##### Phase I: Building a Foundation

Meeting #1 (Friday, July 13\*) – Introduction to Workgroup, Elements of a Successful Construction Careers Policy

*Outcomes: Workgroup members will learn what makes a successful construction careers policy, Workgroup members will share their latest efforts on promoting construction careers.*

Meeting #2 (Wednesday, August 15\*) – Construction Careers Case Studies, SWOT Analysis Presentations

*Outcomes: Workgroup members will hear case studies from across the country, Workgroup members will present SWOTs for their respective agencies.*

Meeting #3 (Wednesday, September 5) – SWOT Analysis Presentations (continued), Draft Ecosystem Assessment

*Outcomes: Workgroup members will present SWOTs for their respective agencies. ELA will present a draft ecosystem assessment for review and comment.*

Meeting #4 (Wednesday, October 3) – Draft Ecosystem Assessment (continued), Discuss Partnerships, Resources, and Partnerships

*Outcomes: Workgroup members will present SWOTs for their respective agencies. ELA will present a draft ecosystem assessment for review and comment.*

**Phase II: Identify and Develop Opportunities**

Meeting #5 (Wednesday, November 7) – Presentation of Ecosystem Assessment, Discuss Governance, Delegate a Governance Subcommittee

*Outcomes: ELA will present an updated draft Ecosystem Assessment tool for review and comment. Workgroup members will discuss governance considerations and delegate a subcommittee to discuss in detail. This subcommittee will provide periodic updates to the Workgroup.*

**2019**

Meeting #6 (Tuesday, January 8\*) – Presentation of draft Regional Framework and gather feedback, Presentation by Julian Gross on Project Labor Agreements (PLAs)

*Outcomes: ELA will present an updated draft Regional Framework tool for review and comment. Workgroup will learn more about Project Labor Agreements as a tool for achieving Workgroup goals.*

Meeting #7 (Wednesday, February 6) – Presentation of Draft Regional Framework and gather feedback (public meeting)

*Outcome: Workgroup members will hear and consider public feedback on the Regional Framework.*

Meeting #8 (Wednesday, April 3) – Final presentation of Regional Framework, “Debrief” session with the Workgroup

*Outcomes: Workgroup members will have the opportunity to debrief and discuss their progress to date, and how to best structure future phases.*

**Phase III: Implementation**

Meeting #9 (Wednesday, June 5) - Discuss funding sources and tracking systems

*Outcome: Workgroup members will understand existing resources to fund continuing efforts.*

Meeting #10 (Tuesday, July 2\*) – Presentation by Governance Subcommittee, Discuss ongoing roles and responsibilities

*Outcomes: Workgroup members will hear a presentation on a proposed governance structure for the C2P2 program. Workgroup members will discuss ongoing roles and commitments to the C2P2 program.*

*\*Dates changed due to holidays or scheduling conflicts*