

Exhibit A

INTERGOVERNMENTAL AGREEMENT
FOR
E11393 ALDERWOOD PUMP STATION REPLACEMENT PROJECT
BETWEEN
THE PORT OF PORTLAND
AND
THE CITY OF PORTLAND

This Intergovernmental Agreement (this “**Agreement**”) is between the Port of Portland (the “**Port**”) and the City of Portland (the “**City**”). This Agreement provides the framework for the Port to reimburse the City for the cost of the design and construction of a project to replace the existing Alderwood Pump Station (the “**Project**”). The Project consists of easements for the new sewage pump station, as well as all associated work required for the predesign, design, advertisement, construction, and start-up of the new sewage pump station, as well as decommissioning the existing pump station, and option for transfer of ownership of the new station from the Port to the City.

RECITALS

- A. The Port is a port district formed and operating under the laws of the State of Oregon and is authorized to enter into this Agreement under ORS 778.015, 778.025 and ORS 190.010 et seq.
- B. The City is a unit of local government authorized to enter into this Agreement under ORS 190.010 et seq.
- C. The Port is the owner of the Alderwood Pump Station and has a separate agreement with the City to provide ongoing operation and maintenance of the station.
- D. The City and the Port recognize that the existing pump station does not meet current City design standards and that improvements are needed.
- E. Deficiencies at the pump station, combined with the age of the pump station and continuous operational challenges, necessitated the planning, design, and construction of a replacement station with the option for transfer of ownership and maintenance of the new station from the Port to the City.
- F. The City and the Port desire to enter into this Agreement to set forth the responsibilities, costs, and schedules of action of each party with respect to the planning, design, and construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to enable reimbursement to the City by the Port for activities related the Project's planning, designing, and construction, including but not limited to survey, engineering, project management, environmental reports, easement acquisition, permits, preliminary plans for construction, final plans, specifications, and construction cost estimates.

1.1 Project Definition

The Project is described in the attached Exhibit A, which is incorporated by reference into this Agreement.

2. TERM

This Agreement shall become effective as of the day it is fully executed and shall expire March 31, 2026 (the "Initial Term") unless earlier terminated under Section 12 or a subsequent time extension is mutually agreed upon in writing between the parties.

3. FUNDING

The Port shall pay the City quarterly within thirty (30) days of receipt of invoice for services provided under this Agreement. Under no circumstance shall the Port pay more than a total of \$8,420,000 unless mutually agreed to in writing by the Port and City. The City shall be paid actual costs for labor (including benefits), equipment and materials expended for the activities associated with the replacement of the Alderwood Pump Station. Activities include design of the replacement station, land and easement acquisition, public involvement, contract bidding and award, construction, construction management and inspection, and all other costs associated with the project as described in Exhibit A.

Work performed from project initiation through July 1, 2022 will be invoiced to the Port in a single invoice to be submitted for payment on or after July 1, 2022. The invoice shall include supporting documentation of work performed including copies of vendor and consultant invoices in addition to relevant examples from the City's enterprise software.

For services rendered after July 1, 2022, the City will invoice once per quarter, with the first quarterly invoice anticipated in October 2022. The invoices shall include supporting documentation of work performed including copies of vendor and consultant invoices in addition to relevant examples from the City's enterprise software.

4. SCOPE OF WORK

4.1 Description of Work – Work shall be performed as outlined in Exhibit A

4.2 City Obligations – The City shall have the following obligations for the life of this agreement:

- (a) Develop and implement the Project as described in **Exhibit A**.
- (b) Work in good faith to adhere to the schedule in **Exhibit A**.
- (c) Provide the Port with an opportunity to review and comment on all Project design milestones including Alternatives Analysis, Predesign Report, 30% Design, 60% Design, 90% Design, and 100% Design.
- (d) Provide accurate Project cost estimates using industry best practices and knowledge of local market conditions.
- (e) Provide regular updates as the Project progresses through delivery phases.
- (f) Assign a Project Manager for this Project:

Todd Martinez, P.E.
1120 SW 5th Avenue, Room 700
Portland, OR 97204
503-865-6733

4.3 Port Obligations – The Port shall have the following obligations for the life of this agreement:

- (a) Assign a Project Manager for this Project:
Janelle Brannan, P.E.
P.O. Box 3529
Portland, OR 97208-3529
503-415-6718
- (b) Promptly review and comment on all Project design milestones including Alternatives Analysis, Predesign Report, 30% Design, 60% Design, 90% Design, and 100% Design.
- (c) Promptly review and approve invoices for work performed for the Project.
- (d) At Port's option, transfer ownership of and maintenance responsibility for the completed Project to the City.

5. OWNERSHIP OF DOCUMENTS

All deliverables under this Agreement, and all intellectual property interest in such deliverables, shall belong to the City, provided that the Port shall have a free, nonexclusive, irrevocable, perpetual license to use deliverables for Port business.

6. NO AGENT

Neither party shall be deemed the agent of the other for any person.

7. NO SEPARATE ENTITY

This Agreement does not create a separate entity under ORS Chapter 190.

8. GOVERNMENT POWERS

Nothing in this Agreement shall be deemed to limit the exercise by either party of its governmental powers.

9. COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the City and the Port shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and the Port under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and, if in the federal courts, in the United States District Court of the District of Oregon.

11. NOTICES

All notices required under this Agreement shall be deemed properly served if hand-delivered (including by reputable courier) or sent by U.S. mail to the last address previously furnished by the parties hereto. Until changed by a party by notice in writing, notices shall be sent to the parties at the addresses set forth below:

to the Port at: Janelle Brannan (cc: Legal)
P.O. Box 3529
Portland, OR 97208-3529

to the City at: 1120 SW 5th Avenue, Room 1000
Portland, OR 97204

12. TERMINATION

This Agreement may be terminated prior to the expiration of any agreed-upon term either: (a) by mutual consent of parties; or (b) by either party upon thirty (30) calendar days' written notice to the other. In the event of early termination, the Port will pay the City for all work performed to that point under a City work order, as invoiced by the City.

Both parties reserve the right to terminate this Agreement with 30-day written notice to the other party and may terminate this Agreement for any reason deemed appropriate based on the sole discretion of the party requesting termination. To the maximum extent possible, the decision to terminate this Agreement shall seek to minimize the negative impact on the non-terminating party.

13. INDEMNIFICATION

13.1 By the City

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), City shall, to the extent permitted by law, hold harmless, defend, reimburse, and indemnify the Port and its commissioners, agents, and employees against all claims, demands, actions, expenses, and lawsuits (including attorney's fees and costs) arising from City's sole negligence or willful misconduct in performing this Agreement.

13.2 By the Port

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (30.260 to 30.300), Port shall, to the extent permitted by law, hold harmless, defend, reimburse, and indemnify the City and its commissioners, agents, and employees against all claims, demands, actions, expenses, and lawsuits (including attorney's fees and costs) arising from Port's sole negligence or willful misconduct in performing this Agreement.

14. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and the adherence to each and every covenant and condition of this Agreement.

15. ENTIRE AGREEMENT

This Agreement and all Work Orders properly issued under this Agreement will represent the entire agreement between the Port and City regarding the subject matter of this Agreement, superseding all prior and contemporaneous agreements or communications regarding the same subject, written or oral.

16. MODIFICATION

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties and shall not otherwise be waived, altered, modified, supplemented, or amended in any other manner. A binding determination that an element of this Agreement is void or unenforceable shall not affect the validity or enforceability of other elements of this Agreement.

17. ASSIGNMENT

Neither party shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without prior written approval of the other party, which shall not be unreasonably withheld.

18. WORKER'S COMPENSATION INSURANCE

The parties, their subcontractors, if any, and all employees working under this Agreement are subject employers under Oregon's Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The parties further agree to maintain workers' compensation insurance coverage for the duration of this Agreement.

19. INTEGRATION AND SAVINGS CLAUSE

This Agreement incorporates the entire agreement of the parties regarding the replacement pump station and related improvements in the Project and supersedes any prior or contemporaneous communications or agreements regarding the same subject. If any part of this Agreement is declared invalid by a court, the remainder shall remain in effect.

20. AUTHORITY

Each individual signing below represents and warrants that they are duly authorized to sign this Agreement on behalf of and contractually bind the party for which they sign.

21. MEDIATION

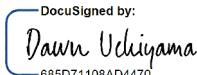
If any dispute should arise between the City and the Port concerning this Agreement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

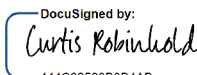
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IN WITNESS HEREOF, the parties hereby agree to the foregoing.

THE CITY OF PORTLAND

THE PORT OF PORTLAND

By:  _____
DocuSigned by:
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By:  _____
DocuSigned by:
444C02590B0B4AB...

Print name: Dawn Uchiyama

Print name: Curtis Robinhold

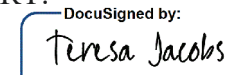
As its: Interim Director

As its: Executive Director

Date signed: 9/8/2022

Date signed: 9/8/2022

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT:

By:  _____
DocuSigned by:
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APPROVED BY COMMISSION ON:

August 10, 2022

Exhibit A

Project Overview

Background

The Alderwood Pump Station is in the Inverness Basin and is currently owned by the Port of Portland (“**Port**”). The City of Portland Bureau of Environmental Services (“**City**” or “**BES**”) operates and maintains the pump station in addition to treating the discharge which is collected in the city’s gravity system and conveyed to Columbia Boulevard Wastewater Treatment Plant via the Inverness Forcemain. The maintenance and treatment by the city are described in an Inter-government Agreement (IGA no.52251 - 52548).

The Port has agreed to fund a capital project to replace the existing station with a new station designed and constructed to current regulatory and code requirements, BES standards, and best practices.

The Project will consist of three bodies of work:

- Pre-Design, Design, and Construction of a new Alderwood Pump Station
- Decommissioning of the existing Alderwood Pump Station
- The option for transfer of ownership and maintenance of the new pump station from the Port to the City

Pre-Design, Design, Construction and Decommissioning scope is outlined below. The transfer of ownership for the new pump station will be detailed in a separate Intergovernmental Agreement.

All funding for this pump station replacement project will be by reimbursement from the Port to BES.

Project Scope

Needs

The existing Alderwood Pump Station is a self-priming, package-style station constructed in 1984. The station is owned by the Port of Portland but operated and maintained by BES through an Inter-Governmental Agreement (IGA). The station does not conform to current BES design standards including fire safety hazards and lack of instrumentation redundancy. The station also requires frequent maintenance because of a high volume of trash/debris and inadequate pumps. The project will replace the current station with a new station in a better location for routine access. The project will also include the decommissioning of the existing station (including removal of all equipment, backfilling if necessary, and surface restoration) and the transfer of ownership of the new station to the City.

The replacement pump station will be designed and constructed in compliance with current regulatory and code requirements, as well as the BES standards and best practices in place at the time of design and construction.

The table below is a summary of standards for the replacement station:

PUMP STATION	
Address	7209 NE Alderwood Rd.
Type	Duplex Submersible
Pump Type	Non-clog Submersible
Number of pumps	Two installed, one spare onsite
Manufacturer	ABS, Flygt, HOMA, or approved equal
Pumping capacity	To Be Determined (TBD)
Estimated Total Dynamic Head (TDH)	30-feet
Pump Horsepower (each)	TBD
Level Control Type	Bubbler system or Radar
Wet Well Nominal Diameter	8-feet minimum
Overflow Point	TBD
Average Time to Overflow	TBD
Auxiliary Power	Permanently Mounted Diesel engine-generator
Transfer Switch	Automatic
Electrical System	480v, 3-phase
Alarm Telemetry Type	Radio Telemetry (HYDRA)
Control System	BES Standard Small Station Pump Controller
Wet Well Access Hatch	ITT Flygt FLED-10SH or equal
Discharge Valve Vault	Precast Concrete
Electrical/Controls Building	Minimum 300 sf
Site Lighting	Sufficient to illuminate wet well
Water Service	1 and 1/2-inch minimum with RPBP in an enclosure at property line
FORCE MAIN	
Length	TBD
Diameter	TBD
Pipe Material	Ductile Iron
Discharge Manhole	TBD

Assumptions

1. The existing pump station will remain operational until the replacement station has been constructed and commissioned.
2. BES will be responsible for ensuring the appropriate electrical and water services are provided to the Pump Station.
3. The existing station will be removed from service, decommissioned and demolished once the replacement station has been constructed and commissioned. The City will have first right of refusal for salvage of any equipment or materials being decommissioned.
4. The City will continue to maintain the existing station as described in the IGA 52251-52548 until the replacement station has been constructed and commissioned.

5. The City will cease invoicing the Port for this project once final project costs have been paid. This is assumed to occur early in the project's close out phase.

Schedule and Budget Estimates

The final budget and schedule for this project are unknown as of the execution of this Agreement. The schedule and budget outlined below are estimates which will be refined during the Pre-Design, Design, Construction, and Decommissioning phases of the work.

The initial estimate for this Agreement is \$8,420,000. An updated estimate will be provided to the Port as required and at agreed upon pre-determined milestones (e.g. 30% Design).

Modifications to the estimates below will be made by written amendment to this Agreement.

Task	Estimated Duration	Estimated Budget
Project Initiation	4 months	\$30,000
Project Development	4 months	\$140,000
Pre-Design	4 months	\$390,000
Design	10 months	\$720,000
Procurement	3 months	\$80,000
Construction	18 months	\$6,780,000
Closeout	3 months	\$280,000
Total Estimated Timeline	46 months	\$8,420,000

Certificate Of Completion

Envelope Id: A2A008A98F644013883350684FFAAEBD

Status: Completed

Subject: Please DocuSign: The City of Portland - Intergovernmental Agreement - Alderwood.pdf

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ellice Heaston

AutoNav: Enabled

7200 NE Airport Way

Enveloped Stamping: Enabled

Portland, OR 97218

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ellice.Heaston@portofportland.com

IP Address: 208.87.233.201

Record Tracking

Status: Original

Holder: Ellice Heaston

Location: DocuSign

9/8/2022 10:56:25 AM

Ellice.Heaston@portofportland.com

Signer Events**Signature****Timestamp**

Terri Burk

Completed

Sent: 9/8/2022 2:26:09 PM

terri.burk@portofportland.com

Viewed: 9/8/2022 2:28:08 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 208.87.233.201

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Electronic Record and Signature Disclosure:

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Company Name: Port of Portland

Teresa Jacobs

DocuSigned by:

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teresa.jacobs@portofportland.com

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Company Name: Port of Portland

Dawn Uchiyama

DocuSigned by:

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Sent: 9/8/2022 4:45:29 PM

dawn.uchiyama@portlandoregon.gov

Viewed: 9/8/2022 4:59:42 PM

Interim Director

Signed: 9/8/2022 5:00:46 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Company Name: Port of Portland

Curtis Robinhold

DocuSigned by:

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curtis.robinhold@portofportland.com

Viewed: 9/8/2022 8:54:48 PM

Executive Director

Signed: 9/8/2022 8:54:55 PM

Port of Portland

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/30/2022 9:00:37 AM

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Company Name: Port of Portland

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2022 2:26:09 PM
Certified Delivered	Security Checked	9/8/2022 8:54:48 PM
Signing Complete	Security Checked	9/8/2022 8:54:55 PM
Completed	Security Checked	9/8/2022 8:54:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Port of Portland (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Port of Portland:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: evelyn.bian@portofportland.com

To advise Port of Portland of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at evelyn.bian@portofportland.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Port of Portland

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to evelyn.bian@portofportland.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Port of Portland

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to evelyn.bian@portofportland.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Port of Portland as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Port of Portland during the course of your relationship with Port of Portland.