

**INTERGOVERNMENTAL AGREEMENT**  
**Between Portland Bureau of Transportation**  
**And Prosper Portland for the**  
**I-5 Rose Quarter Improvement Project Preliminary Design Phase**

This Intergovernmental Agreement (this “Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) is made and entered into by and between the **City of Portland, Bureau of Transportation** (“Bureau”) and **Prosper Portland**, the redevelopment and urban renewal agency of the City of Portland (“Prosper Portland”).

**RECITALS**

1. Prosper Portland, 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 City public rights of way.
3. The City of Portland and the State of Oregon (“State”) have entered into an Intergovernmental Agreement for I-5 Rose Quarter Improvement Project Amendment 1 (the “I5RQ IGA”), dated effective April 3, 2024 (City Contract 30008180), pursuant to which the City of Portland committed Prosper Portland to providing staff time and services to the I5RQ project, as delineated in the I5RQ IGA , including Exhibits and D thereto. The I5RQ IGA is attached to this Agreement as Exhibit A.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which the Bureau will engage and compensate Prosper Portland for performing the work set forth in the I5RQ IGA.
5. The Portland City Council (“Council”), through Ordinance 190924, which was duly adopted by Council on July 13, 2022, and amended by Ordinance No. 191667, passed by Council on April 3, 2024, delegated to the Director of the Bureau and the City Auditor the authority to enter into intergovernmental agreements with Prosper Portland. 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.

Now therefore, the parties agree as follows:

**AGREEMENT**

**I. THE PROJECT**

- A.** Prosper Portland will provide the services, staff and work described in the I5RQ IGA (the “Work”) for State or the City of Portland, as described in the I5RQ IGA, and the Bureau will compensate Prosper Portland for the Work, on the terms and conditions set forth in this Agreement.

**II. CONTRACT MANAGEMENT**

Exhibit A

- A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the “Funding Agency.” The Bureau shall be referred to herein as the Funding Agency.
- B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency.” Prosper Portland shall be referred to herein as the Performing Agency.

**C. Funding Agency.**

- 1. Contract Signatory. The Funding Agency Contract Signatory shall be Millicent Williams, 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 Sharon Daleo (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 Kimberly Branam, 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 Paul Gagliardi (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. Approvals.**

- 1. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the I5RQ IGA.

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

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed **TWO HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$221,175)** for accomplishment of the Work, subject to budget authorization by the Funding Agency and the terms and conditions of the I5RQ IGA.

#### **IV. BILLING AND PAYMENT PROCEDURE**

- A.** The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for Work performed as described in the I5RQ IGA for review and approval on a quarterly basis as per PBOT and Grants Office IGA invoice submittal process.
1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period. Billing periods are on a quarterly basis.
    - a) Q1 – January through March
    - b) Q2 – April through June
    - c) Q3 – July through September
    - d) Q4 – October through December
  2. Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B.** Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
1. a description of the nature and cost of work accomplished;
  2. the names and hours worked of personnel;
  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 December 1, 2025.
2. Early Termination of Agreement.
  - a) This Agreement will terminate upon termination of the current phase of the I5RQ IGA.
  - b) In the event of early termination of this Agreement, the Work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

**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 I5RQ IGA, or delay completion of this phase of the Work 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 the contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
  - b) Both contract managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the scope of the Work, 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 contract managers specified in Section II.
  - b) 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.**

1. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, the Bureau agrees to indemnify, hold harmless and defend, Prosper Portland, 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 the Bureau, its officers, employees or agents under this Agreement.
2. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Prosper Portland agrees to indemnify, hold harmless and

## Exhibit A

defend, the Bureau, 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 Prosper Portland, its directors, employees or agents under this Agreement.

- E. Subcontracting.** Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Contract Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Contract Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Contract Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.
- 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 set forth in the I5RQ IGA.
- 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.

## VI. AMENDMENTS

1. Except as otherwise provided for in this Agreement, the Bureau or Prosper Portland may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
  - a) Changes to scope, schedule, and budget identified in the I5RQ IGA which do not increase the total compensation under this Agreement may be made upon written agreement by the contract managers identified in Section II of this Agreement.

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- b) Changes will not take effect or be binding on either party until agreed to in writing.

**VII. MERGER CLAUSE**

This Agreement and the I-5 Rose Quarter IGA contain the entire agreement between Prosper Portland 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]

Exhibit A

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

**CITY OF PORTLAND**

**PROSPER PORTLAND**

\_\_\_\_\_  
Priya Dhanapal, Deputy City  
Administrator – Public Works  
(Executed under authority delegated by  
Ordinance No. XXXXXX, passed by  
Council Month August 2024.)

\_\_\_\_\_  
Kimberly Branam Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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