

**CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Gresham – City of Portland
Powell-Division Transit and Development Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and 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, OR, 97232-2736 (“Metro”), the City of Gresham (“Gresham”), located at _____, Gresham OR 97____, and the City of Portland (“Portland”), located at 1900 SW 4th Ave, Portland, OR, 97201. Gresham and Portland are collectively referred to as “Cities” and all three parties to this agreement are collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the Cities have submitted a CET Grant Request (“Grant Request”) for the Powell-Division Transit and Development Project (“Project”); and

WHEREAS Metro has agreed to provide the Cities CET Grant funding for the Project in the amount of \$681,000 subject to the terms and conditions set forth herein, and the Parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the Cities for the Project as described in the Cities’ CET Grant Requests, attached hereto as Exhibit B and incorporated herein (“Grant Requests”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein (“Deliverables Schedule”), subject to the terms and conditions in this CET Grant IGA.
2. City Responsibilities. The Cities shall perform the Project described in the Grant Request and as specified in this CET Grant IGA and in Exhibit A, subject to the terms and conditions specified in this CET Grant IGA and subject to the “funding conditions” identified by the Screening Committee as stated in Metro Council Resolution No. 13-4450, Exhibit A. The Cities shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the Cities shall use the CET funds they receive under this CET Grant IGA only for the purposes specified in the Grant Requests and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the Cities shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the Cities’ invoice and supporting documents, and subject to the terms and conditions in this CET Grant IGA, Metro shall reimburse each City for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

City of Gresham
Attention: _____

Gresham, OR 97_____

City of Portland
Attention: Anthea Tan
Bureau of Planning and Sustainability
1900 SW 4th Ave, Suite 7100
Portland, OR 97201

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this CET Grant IGA shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this CET Grant IGA shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the Cities as of the effective date of the court order. In such case the Cities shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this CET Grant IGA or the CET.

5. Project Records. The Cities shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this CET Grant IGA. The Cities shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The Cities shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the Cities that are directly related to this CET Grant IGA, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Cities' records with respect to all matters covered by this CET Grant IGA and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this CET Grant IGA. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the Cities and all of their contractors for three years from the date of completion of the project, or expiration of this CET Grant IGA, whichever is later, to facilitate any audits or inspection.

7. Term. This CET Grant IGA shall be effective on the date it is executed by all parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this CET Grant IGA.

8. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the Cities.

10. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the Cities.

11. Authority. The Cities and Metro warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the Cities and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the Cities and Metro, respectively.

Metro

By: _____
Martha Bennett
Title: Metro Chief Operating Officer
Date: _____

Approved as to Form:

By: _____
Alison R. Kean

Title: Metro Attorney

Date: _____

City of Gresham

By: _____
Title: _____
Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

City of Portland

By: _____
Charlie Hales

Title: Mayor

Date: _____

Approved as to Form:

By: _____
Glenn Fullilove

Title: Deputy City Attorney

Date: 12/11/13

Exhibit A

IGA for Community Planning and Development Grants funded with CET Gresham & Portland – Powell-Division Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Portland Grant Amount	Gresham Grant Amount	Total
1.	Completion of Revised Scope of Work and Execution of Grant IGA:	October 2013	\$41,534	\$9,835	\$51,370
2.	<u>Steering Committee Meeting on existing conditions, and project purpose and need</u> (Develop common understanding of the project) a) Participate in development of project purpose and need b) Existing Conditions Report; complete land use section, participate/review transportation section. c) Copies of public outreach materials d) Progress report	February 2014	\$87,742	\$80,457	\$168,199
3.	<u>Steering Committee Meeting on proposed land use vision, key focus areas and transit alternatives to be carried forward into full evaluation.</u> (Identify focus area to inform transit alternatives) a) Draft Land Use Vision report b) Participate/Review Draft Transportation Assessment c) Participate/Review Draft Transit Alternatives Report d) Copies of public outreach materials e) Progress report	September 2014	\$113,021	\$127,356	\$240,377
4	<u>Steering Committee Meeting on Draft of Action Plan: land use vision, transportation, and preferred transit mode and station areas to be carried forward</u> (Refine Focus Areas and Corridor Vision) a) Evaluate the impacts and benefits of land use and transit node design vision,	December 2014	\$64,386	\$49,663	\$114,050

	key focus areas and transit alternatives b) Final Land Use and Transit Node Design Vision – Identify focus areas and related investments that will inform transit station locations. c) Participate/Review Final Transportation Assessment – Select and prioritize transportation improvements. d) Participate/Review Final Transit Alternatives Report – Define transit alternative to advance with station areas e) Draft proposal of project and policy actions to support vision.				
5.	<u>Steering Committee Meeting on Final Action Plan</u> (Implementation: Agree on corridor vision and investment strategy) a) Complete land use and transit node design vision, transportation assessment, and preferred transit based on stakeholder engagement and steering committee b) Final Action Plan report c) Copies of public outreach materials d) Progress report	June 2015	\$70,717	\$36,288	\$107,005
TOTAL REIMBURSABLE AMOUNT			\$377,401	\$303,599	\$681,000

*If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates.

*Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

Note: Cities of Gresham and Portland match - \$166,864

EXHIBIT B

Modified 10-15-2013

EXHIBIT B

		Portland										Gresham										Consultant	
		BPS Senior Planner	BPS City Planner I	BPS District Planner II	BPS Urban Designer SP	Supervising Planner	PDOT Transportation Planner	PDOT Senior Transportation Planner	PDOT Transportation Planner	PDOT Transportation Modeler	Portland Grant Total Budget	Portland Project Total Budget	IGA Schedule	DES Principal Supervising Planner	DES Senior Planner	UDSP Senior Planner	UDSP Urban Designer	DES Trans Modeler	Communications Staff	Economic Development Planner	Gresham Project Total Budget	Gresham Grant Total Budget	Consultant
Task 1	Creating Partnerships, Chartering and IGA Execution	487	16	10	0	49	205	69	10	791	840			120	28	24	16	8	2	2			
	FTE	0.23	0.01	0.00	0.00	0.02	0.10	0.03	0.00	0.38	0.41			0.09	0.01	0.01	0.00	0.00	0.00	0.09	0.07		
	Hourly Salary plus 40 or 51% benefits	\$ 54.08	\$ 43.23	\$ 47.00	\$ 54.08	\$ 67.34	\$ 47.00	\$ 54.17	\$ 54.08					\$5,477	\$9,336	\$9,160	\$5,225	\$0.00	\$4,465	\$4,742			
	Task Total Staff Cost	\$ 26,518	\$ 700	\$ 475	\$ -	\$ 3,278	\$ 9,901	\$ 3,759	\$ 547	\$ 41,834	\$ 45,288			\$7,857	\$1,862	\$1,420	\$652	\$485	\$109	\$109	\$12,294	\$9,836	
1.1	Chartering - Create partnerships, develop detailed work program, schedule, and budget. Participate in regular inter-agency committee meetings. Support Metro in formation of project Steering Committee and communications.	197	16	10		20	188	53	10					80	20	20	10	8	2	2			
1.2	Completion of Revised Scope of Work, Prepare and execute grant IGA. Milestone/Deliverable: Completion of Revised Scope of Work and Execution of Grant IGA	200				20	20	10						40	8	4	0	0	0	0			
Task 2	Develop common understanding of the project: purpose and need, goals, existing conditions, needs and opportunities	548	388	238	108	55	605	172	140	1753	2152			318	352	479	238	88	74	104			
	FTE	0.26	0.10	0.11	0.05	0.03	0.24	0.08	0.07	0.84	1.03			0.15	0.17	0.23	0.11	0.04	0.04	0.05	0.79	0.64	
	Hourly Salary plus 40 or 51% benefits	\$ 54.08	\$ 43.23	\$ 47.00	\$ 54.08	\$ 67.34	\$ 47.00	\$ 54.17	\$ 54.08					\$65,477	\$59,336	\$59,160	\$65,225	\$60,000	\$54,465	\$54,742			
	Task Total Staff Cost	\$ 29,987	\$ 16,773	\$ 11,226	\$ 5,927	\$ 3,693	\$ 24,019	\$ 9,309	\$ 7,655	\$ 87,742	\$ 108,589			\$20,680	\$20,944	\$28,338	\$15,028	\$5,333	\$4,030	\$5,709	\$100,571	\$80,457	
2.1	Milestone progress reports and misc. administration	120				13								24	10	80	8	4	4	4			
2.2	Design a comprehensive public outreach program	88	60	80		0	40	21						60	24	8	2	0	40	4			
2.3	Participate in a project steering committee comprised of agencies, cities, institutions, and stakeholders empowered to make decisions. Participate in general public engagement events. Conduct additional public engagement needed for development of land use vision.	40	65	25		5	40	20						80	40	60	16	16	10	8			
2.4	Participate in a weekly inter-agency committee meeting with Metro, City of Portland, City of Gresham, Trimet, and ODOT.	91	65	25	32	6	65	26						60	70	70	70	20	20	20			
2.5	Compile an existing land use and zoning inventory, including but not limited to vacant and underutilized lands, bus ridership, existing transit facilities, sidewalks, bicycle facilities, traffic, safety, parking and stream corridors/crossings. Compile area demographics. Conduct a gentrification risk, health, and equity analysis. Contribute to and review Metro Transportation Existing Conditions report. Review Metro Baseline transportation model and output and contribute to correction/refinement/calibration of model.	33	65	25	13	3	147	30	140					24	80	80	40	10	0	8			
2.6	Review and summarize public policies, plans, and previously completed studies and describe their impact on study areas for both the transportation and land use reports.	16	10	24	3	2	40	33						8	33	41	16	16	0	24			
2.7	Create a typology of the corridor segments between the nodes that identifies similarities and distinguishing characteristics in terms of mix and intensity of uses.	41	33	13	40	4	40	16						40	40	80	66	0	0	4			
2.8	Conduct a needs, opportunities, and constraints (NOC) analysis for the transit corridor and station areas. Participate in development of project Purpose and Need.	101	82	40	20	10	98	16						40	50	60	20	10	0	32			
	Deliverable: Transit Project Purpose and Need																						
	Deliverable: Existing Conditions Report and NOC																						
	Milestone: Steering Committee meeting on existing conditions and project purpose and need.																						
Task 3	Identify Focus Areas to Inform Transit Alternatives	580	180	189	286	58	546	139	0	1445	1876			372	396	403	258	71	78	220			\$ 80,000
	FTE	0.28	0.09	0.09	0.14	0.03	0.26	0.07	0.00	0.69	0.85			0.18	0.19	0.19	0.12	0.03	0.04	0.11	0.88	0.69	
	Hourly Salary plus 40 or 51% benefits	\$ 54.08	\$ 43.23	\$ 47.00	\$ 54.08	\$ 67.34	\$ 47.00	\$ 54.17	\$ 54.08					\$63,477	\$59,336	\$59,160	\$65,225	\$60,000	\$54,465	\$54,742			
	Task Total Staff Cost	\$ 31,714	\$ 7,773	\$ 9,002	\$ 15,945	\$ 3,908	\$ 25,999	\$ 7,593	\$ -	\$ 73,023	\$ 101,574			\$24,388	\$23,532	\$23,865	\$16,847	\$4,302	\$4,248	\$12,032	\$109,195	\$87,358	
3.1	Identify vision for land use and transit nodes in the corridor.	91				9	56	16						66	120	66	20	8	8	32			
3.2	Lead workshop for land use and transit node design options.	133	33			13	88	23						40	40	32	16	8	10	25			
3.3	Identify sites with greatest development potential, and identify environmental, economic, and social/design issues.	25	16	40	20	2	33	12						16	16	40	40	4	0	66			
3.4	Identify major and minor nodes base on the potential for concentrations of development.	66	33	13	7	7	96	16						60	60	50	24	4		33			
3.5	Identify potential station design typologies (based on typologies developed for corridor segments in task 2). Complete Land Use Vision and Transit Nodes Design Report. Support Steering Committee. Facilitate public engagement for land use and transit node design, and support Metro corridor public engagement.	66	66	60	13	7	66	12						60	32	50	30	8	10	8			
3.6	Create photosimulations of 6-8 nodes based on level of density, showing existing conditions and three alternative development scenarios.	33			240	3	16	0						8	8	32	80		50	8			
3.7	Analyze the role of different nodes in terms of market area potential.	66	24	40	5	7	48	17						40	40	60	40	24		32		\$ 30,000	

		Portland										Gresham										Consultant	
		BPS Senior Planner	BPS City Planner I	BPS District Planner II	BPS Urban Designer SP	Supervising Planner	PBOT Transportation Planner	PBOT Senior Transportation Planner	PBOT Transportation Modeler	Portland Grant Total Budget	Portland Project Total Budget	ICA Schedule	DES Principal/Supervising Planner	DES Senior Planner	UDAP Senior Planner	UDAP Urban Designer	DES Trans Modeler	Communications Staff	Economic Development Planner	Gresham Project Total Budget	Gresham Grant Total Budget	Consultant	
3.8	Assess readiness for development opportunities analysis in 6-8 nodes to identify sites suitable for redevelopment. Included a barriers to redevelopment analysis as well.	33				3	46						25	8	8				8			\$ 50,000	
3.9	Contribute to developing a wide range of transit alternatives and methods for evaluating alternatives. Review and contribute to transit alternatives screening, DRAFT Transportation Assessment and DRAFT Transit Alternatives Report.	66	8	30	2	7	98	36					57	82	65	8	15		8				
	Milestone: Steering Committee meeting on proposed land use vision, key focus areas and transit alternatives to be carried forward into full evaluation.																						
Task 4	Refine Focus Areas and Corridor Vision	470	81	80	80	35	295	139	192	1247	1442		185	153	293	128	156	40	86				
	FTE	0.23	0.04	0.04	0.04	0.02	0.19	0.07	0.08	0.60	0.69		0.09	0.07	0.14	0.06	0.08	0.02	0.03	0.49	0.39		
	Hourly Salary plus 40 or 51% benefits	\$ 54.06	\$ 43.23	\$ 47.00	\$ 54.06	\$ 67.34	\$ 47.00	\$ 54.17	\$ 54.69				\$65.47	\$59.36	\$59.19	\$65.25	\$60.60	\$54.46	\$54.74				
	Task Total Staff Cost	\$ 25,700	\$ 3,493	\$ 3,808	\$ 4,374	\$ 2,330	\$ 18,812	\$ 7,524	\$ 8,858	\$ 84,386	\$ 74,809		\$12,086	\$9,071	\$17,322	\$8,378	\$9,463	\$2,179	\$3,591	\$62,079	\$49,663		
4.1	Refine products from Task 2. Finalize Land Use and Transit Node Design Vision. Facilitate public engagement at city level and support Metro corridor public engagement. Support steering committee.	159	48	40	40	16	182	53	17				80	40	120	80	20	40	33				
4.2	Review Metro transportation model run(s) on alternatives and contribute to refinements.	33					41	16	145				25	33	33		80						
4.3	Review and contribute to the evaluation of transit alternatives. Review and contribute to transportation assessment and transit alternative refinement and selection of preferred alternatives.	131	16	20	20	4	74	49					40	40	60	16	40		16				
4.4	Develop list of priority projects and policy actions to support the vision	147	16	20	20	15	98	21					40	40	80	32	16		16				
	Milestone: Steering Committee meeting on Draft Action Plan: land use vision, transportation and preferred transit mode and station areas to be carried forward.																						
Task 5	Implementation: Agree on Corridor Vision and Investment Strategy	599	95	88	52	80	616	170	0	1382	1602		140	114	232	120	15	60	98				
	FTE	0.29	0.05	0.05	0.03	0.03	0.25	0.08	0.00	0.66	0.77		0.07	0.05	0.11	0.06	0.01	0.03	0.03	0.36	0.29		
	Hourly Salary plus 40 or 51% benefits	\$ 54.06	\$ 43.23	\$ 47.00	\$ 54.06	\$ 67.34	\$ 47.00	\$ 54.17	\$ 54.69				\$65.47	\$59.36	\$59.19	\$65.25	\$60.60	\$54.46	\$54.74				
	Task Total Staff Cost	\$ 32,753	\$ 4,096	\$ 4,065	\$ 2,843	\$ 4,034	\$ 24,657	\$ 9,210	\$ -	\$ 70,717	\$ 82,258		\$9,168	\$6,769	\$13,725	\$7,803	\$909	\$3,267	\$3,721	\$45,760	\$18,786		
5.1	Consolidate data and analysis into a comprehensive report/ Action Plan.	189	36	10	40	19	272	88					40	40	80	66	15	40	20	40			
5.2	Create and conduct presentations to appropriate decision makers. Support Steering Committee. Facilitate public engagement at city level and support Metro corridor public engagement.	66	7	8	4	7	49	16					20	30	60	30		20	10	20			
5.3	Reach agreement on transit and land use alternatives to advance the corridor vision, including node/station locations and design, route and mode.	197	16	40	4	20	66	33					70	24	32	6			16	0			
5.4	Initiate policy actions to support vision (zoning, TSP updates)	148	33	40	4	15	131	33					10	20	60	10			20	0			
	Milestone: Steering Committee meeting on Final Action Plan.																						
												Dec. 14											
												June 15											