

Contract Number 30004889 (City)  
C1649 (Home Forward)

## INTERGOVERNMENTAL AGREEMENT

### Hollywood East Green Street on NE Broadway St. and NE 44<sup>th</sup> Ave.

This Intergovernmental Agreement (IGA) is entered into by and between the **City of Portland** ("City") acting by and through its Bureau of Environmental Services ("BES") and **Home Forward** ("Agency").

This IGA is authorized pursuant to ORS 190.110.

### PURPOSE

Green streets are a key part of the City's sustainable stormwater strategy to meet the goals of Portland's *Watershed Management Plan* adopted in 2006. BES and Agency desire to work together on a green street construction project as described below.

By this IGA, Agency agrees to provide the necessary personnel, equipment and expertise to complete the project as identified in Exhibit A, and BES agrees to reimburse Agency for costs associated with completion of the project as described in this IGA. Agency agrees to perform the Work in accordance with the terms and conditions of this IGA.

### GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire on **December 30, 2016.**
2. Consideration. As part of its "1% for Green" program, City shall pay Agency a sum not to exceed \$41,000 for green street construction (the "Project") in accordance with Portland Bureau of Transportation permit TH0116 and BES permit EP088 that will be issued.
3. Work Performed by City. The City's BES Watershed Revegetation Group (Revegetation Group) will plant the stormwater facilities and provide the required 2-year establishment maintenance and watering.
4. Project Representatives. Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the individual designated below.

#### CITY

Name: Ivy Dunlap, BES  
Address: 1120 SW Fifth Ave., Suite 1000  
Portland, OR 97204  
Phone: 503-823-7754  
Email: ivy.dunlap@portlandoregon.gov

#### HOME FORWARD

Name: Leslie Crehan, Home Forward  
Address: 135 SW Ash Street  
Portland, OR 97204  
Phone: 503.802.8463  
Email: leslie.crehan@homeforward.org

5. Amendments. The terms of this IGA will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
6. Reimbursement.
- A. Agency shall submit monthly invoices to BES's Project Representative for work performed during the preceding month. The invoice shall contain the City's contract number and list all items for payment with copies of corresponding receipts attached. Agency shall submit a final invoice to BES no later than December 30, 2016. BES shall not be responsible for payment of invoices submitted after that date.
  - B. Agency shall submit to City monthly progress reports of work performed and a final project report upon Notice of Completion of Construction (see Exhibit B for final report template). Final payment will not be made until Agency submits the final project report (Exhibit B) and obtains a final inspection for construction of improvements (green street facilities) in City right-of-way.
  - C. Non-itemized or incomplete billings shall be detained for payment processing until Agency has supplied correct information to City.
  - D. City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude City from later determining that an error in payment was made and from withholding the disputed sum from the next monthly payment until the dispute is resolved.
  - E. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence prior to the effective date of this IGA.
7. Termination.
- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
  - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
  - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
    - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
    - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
  - D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination will give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.

- E. The City's obligations under section 5 of this IGA survive termination for any Work performed but not yet paid at the time of termination.
8. Funds Available and Authorized. Both parties certify that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to Work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.
9. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
10. Choice of Venue. Oregon law will govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation will be in Multnomah County, Oregon.
11. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this IGA for any cause.
12. Access to Records. Both parties and their duly authorized representatives will have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript.
13. Compliance with Applicable Law. Both parties will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. This includes, but is not limited to, compliance with ORS Chapter 279, the ADA (Americans with Disabilities Act), Title 10 of the City Code regarding Erosion Control, and Oregon Construction Contractors Board licensing and bonding requirements.
14. No Third Party Beneficiary. The City and Agency are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
15. Indemnification.
- A. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, Agency shall hold harmless, defend, and indemnify BES, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of Agency, their officers, agents and employees.
- B. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, BES shall hold harmless, defend, and indemnify Agency, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of BES, its officers, agents and employees.
16. Merger Clause. This IGA, together with all exhibits, attachments and those documents which by their reference have been incorporated herein, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or

change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

This IGA may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same IGA.

The parties agree City and Agency may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**HOME FORWARD**

BY: [Signature]  
Signature

Date: 11/18/15

MICHAEL JORDAN  
Printed Name / Title

**CITY OF PORTLAND**

BY: \_\_\_\_\_  
Michael Jordan, Director of Bureau of Environmental Services

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

Approved as to form:

APPROVED AS TO FORM

[Signature]

City Attorney

CITY ATTORNEY

Date: 11/20/15





**EXHIBIT B****1% for Green Final Report Template****Project Statistics**

1. % for Green Contribution
2. Total project cost
3. Watershed (Willamette, Johnson Creek, Columbia Slough, Fanno, Tryon)
4. Type of stormwater system (CSO, MS4, UIC)
5. Catchment area (Square feet managed)
6. Impervious area removed (Square feet)
7. Facility size (Square feet)

**Project Summary**

1. Basic info: project type, technologies, benefits, cost, construction date.
2. Notable features: 4-5 bullets about characteristics we want to draw attention to – first project of its kind in Portland; testing new materials, etc.
3. Overview of the system: 4-5 bullets outlining the configuration of the system – what drains where, including catchment sizes and the general locations of the facilities. Purpose is to orient visitors or readers of the report.

**Project Components**

1. Describe the community benefits of the project?
2. Describe the watershed and environmental benefits of the project?
3. Describe any leverage opportunities, innovation, and education outreach of the project.
4. System components: this is the core section providing detail about the system.
  - a. Type and results of infiltration tests if applicable.
  - b. The green street: dimensions, capacity, materials, overflow, etc.
5. Who are the project partners and in what capacity?

**Budget**

Budget summary: provide as much detail as possible, with separate line items for design, general management, construction management, construction, and permitting. One page maximum.

**Successes and Lessons Learned**

The purpose is to provide information/observations for others interested in doing similar projects. What was key to the success of the project? Were there problems that others should be aware of? What would be done differently next time?

Images and Plans of the Project (Before, During and After)