

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 13-29

FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PORTLAND (CITY), ACTING BY AND THROUGH ITS BUREAU OF ENVIRONMENTAL SERVICES (BES), AND THE METROPOLITAN EXPOSITION RECREATION COMMISSION (MERC) FOR PARTICIPATION IN THE CITY'S INNOVATIVE WET WEATHER PROGRAM (IWWP) FOR A STORMWATER GREEN WALL AT THE PORTLAND EXPO CENTER (EXPO) AND AUTHORIZING THE GENERAL MANAGER OF VISITOR VENUES TO EXECUTE THE IGA WITH THE CITY.

WHEREAS, Metro owns and operates Expo and does so through the expertise and oversight of MERC; and

WHEREAS, the City through BES oversees the IWWP which supports and funds, through a federal EPA grant, demonstration projects that effectively manage stormwater as close to its source as possible and use vegetation to slow, retain and filter stormwater; and

WHEREAS, MERC and the City want to enter into an IGA whereby BES will provide the necessary personnel, equipment and expertise as well as reimbursement of up to \$100,000 of the project expenses for the Stormwater Green Wall project at Expo; and

WHEREAS, MERC wants to invest in the environment, mitigate stormwater on its impervious surface count and contribute to healthy watersheds for the Portland metropolitan region; and

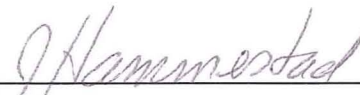
WHEREAS, MERC will provide up to \$13,000 in funding or in-kind contribution on the Stormwater Green Wall project; and

WHEREAS, MERC staff have evaluated the IGA for the Stormwater Green Wall project and recommend approval of the IGA.


BE IT THEREFORE RESOLVED THAT:

MERC approves the IGA with the City in the form substantially similar to the attached Exhibit A and authorizes the General Manager of Visitor Venues to execute the IGA on its behalf.

Passed by the Commission on November 5, 2013.




Chair



Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: 

Nathan A. S. Sykes
Deputy Metro Attorney

EXHIBIT A

City Contract No. _____

Metro Contract No. _____

**INTERGOVERNMENTAL AGREEMENT
SUSTAINABLE STORMWATER MANAGEMENT
INNOVATIVE WET WEATHER PROGRAM**

This Intergovernmental Agreement ("this IGA") is entered into by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, acting by and through its Bureau of Environmental Services ("BES"), and the Metropolitan Exposition Recreation Commission, an appointed commission of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736 ("Agency").

This IGA is authorized pursuant to ORS 190.110.

PURPOSE

The City of Portland's Innovative Wet Weather Program (IWWP) supports demonstration projects that effectively manage stormwater as close to its source as possible and use vegetation to slow, retain and filter stormwater. IWWP allows for piloting and testing new stormwater management techniques. Using green infrastructure to manage stormwater in the urban environment contributes to healthy watersheds.

By this IGA, Agency agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the STATEMENT OF WORK ("the Work"), attached hereto as Attachment 1, and BES agrees to reimburse Agency for costs associated with the provision of these services as described in this document. 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 when the IGA is executed by all parties. Unless earlier terminated or extended, this IGA will expire on October 31, 2014.
2. Consideration. BES agrees to pay Agency a sum not to exceed \$100,000 as allocated in the STATEMENT OF WORK.
3. Amendments. The terms of this IGA may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
4. Reimbursement.
 - A. BES will reimburse Agency upon project completion and receipt of an approved invoice.

- B. Agency will submit itemized invoices to BES for reimbursement of services performed, noting the project name, City contract number, and the allocation of costs in accordance with line items identified in the STATEMENT OF WORK.
 - C. Non-itemized or incomplete billings will be detained for payment processing until Agency has supplied correct information to BES.
 - D. Agency will submit a final invoice to BES no later than 45 days following project completion. BES will not be liable for reimbursement of costs after that date.
 - E. Invoices will be submitted to BES's designated project manager for this IGA (see STATEMENT OF WORK). BES will pay all approved invoices within 30 days.
 - F. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have commenced or will commence or arise prior to the effective date of this IGA.
5. 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 delivery of written notice or at such other date as may be established by both parties under either 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, this 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.
6. Funds Available and Authorized. Both parties certify that at the time the IGA is written that funds are identified in corresponding fiscal year budgets and are authorized or will be authorized through the annual budget approval process, for expenditure to finance costs of this IGA within either party's current appropriation or 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.

7. Pass-through of Federal Funds. Agency recognizes that funds originate from a federal source and, as such, carry federal grant compliance requirements. Work under this IGA is being partially or wholly funded by a grant from the Environmental Protection Agency (“EPA”). Therefore, Agency must comply with all applicable federal, state, and local laws during this project. Agency must comply with and insert the EPA Region 10 Contract Specifications found in Attachment 2 into Agency’s bid and contract documents.
8. 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.
9. 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.
10. 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 reason.
11. Publicity. The City and Metro will work jointly to publicize the project, strategize appropriate media planning, review press releases and the appropriate use of logos, signage etc. Agency will allow City access to the project site for the purpose of inspections. Additionally, for a three-year period after completion of the project, City may request access to the site for educational tours. Any such visits to the project site for educational purposes shall be at the discretion of Agency and with Agency’s prior approval.
12. Access to Records. Both parties and their duly authorized representatives may access the books, documents, papers, and records which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcript.
13. Records Retention. Agency will retain all records for three years after final payments or until other pending matters (e.g., litigation and audit) are closed, whichever is longer.
14. Procurement Records. Agency must maintain records sufficient to detail the history of the procurement for this project. These records will include but are not necessarily limited to the following: the rationale supporting the chosen method of procurement, the selection of type of contract, contractor selection or rejection, and the basis for the contract price.
15. Compliance with Applicable Law. Both parties will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work.
16. No Third Party Beneficiary. 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 may 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.

17. Indemnification.
- A. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, Agency will hold harmless, defend, and indemnify City and City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) arising from the negligent or wrongful acts of Agency or Agency's officers, agents, or employees.
 - B. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, City will hold harmless, defend, and indemnify Agency and Agency's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) arising from the negligent or wrongful acts of City or City's officers, agents, or employees.
18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will 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 will be deemed an original, and which, when taken together, will constitute one and the same agreement.

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

The remainder of this page is intentionally blank.

IGA No.: _____

IGA Title: Green Wall at Portland Expo Center

AGENCY SIGNATURES:

METRO

BY: _____

Date: _____

Name: _____

Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Dean Marriott, BES Director

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Attachment 1

STATEMENT OF WORK

This Statement of Work supplements the Intergovernmental Agreement (“the IGA”) to which it is attached. All terms defined in the IGA are applicable herein.

Project Representatives

Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA must be directed to the appropriate individual.

BES

Name: Amy Chomowicz
City of Portland
Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204
Phone: 503-823-5323
Email: amy.chomowicz@portlandoregon.gov

AGENCY

Name: Matthew Rotchford, Project Representative
Metro, Portland Expo Center
Address: 2060 N Marine Dr.
Portland, OR 97217
Phone: 503-736-5203
Email: mpr@expocenter.org

Name: Lydia Neill, Project Manager
Metro, Parks and Env. Services
Address: 600 NE Grand Ave.,
Portland, OR 97232
Phone: 503-797-1830
Email: Lydia.neill@oregonmetro.gov

Project Terms

Agency will obtain all necessary permits for the Work and construct the Work as described in the IGA. Agency will notify BES of any changes to the design or function of any facilities constructed (“the Facilities”) that result from circumstances that arise during construction, and will not implement any changes that decrease the utility of the Facilities for stormwater management purposes without first obtaining the City’s approval.

Agency will be responsible for the installation and maintenance of the Facilities. BES will provide Agency with a complete O&M plan for the maintenance of the Stormwater Greenwall.

Within sixty (60) days of termination of the IGA, Agency will fully refund to BES any funds paid by BES to Agency under the IGA if BES determines that Agency has not fully and successfully completed the project pursuant to the terms of the IGA.

BES’s project manager along with Agency’s project manager shall jointly inspect and confirm successful completion of the project. Successful completion of the project shall be defined as follows: construction of the Facilities is completed in accordance with the design provided to Agency by BES, downspouts are redirected to the Stormwater Greenwall and the Facilities are accepting stormwater from the adjacent roof. Agency acknowledges and agrees that BES has final and sole discretion to determine whether Agency has fully and successfully completed the Work. If the work is determined to have not reached successful completion from BES’s

perspective, a written punch list will be provided in which to reach an agreed upon successful project completion and completion date.

Agency agrees that it is their stated intention at this time to retain the stormwater management facility intact for a minimum of five years.

Scope of Work

BES is interested in piloting and monitoring a green wall project for stormwater management (the concept drawing is attached hereto as Attachment 3.) Green walls are a relatively new form of green infrastructure in the United States and their ability to manage stormwater is not well documented. The Innovative Wet Weather Program will support the funding for the construction of this innovative pilot project.

The green wall project is a joint effort by BES and Agency. BES is responsible for the project design and has hired a consultant under separate contract to design the green wall.. BES’s design consultant will provide: construction drawings and specs, structural analysis, cost estimate, planting plan, irrigation plan, O&M plan, and permit drawings. The final design will include a structure with vegetation and soil that will accept stormwater runoff from the roof.

Agency is responsible for hiring a construction contractor and managing the construction of the green wall. BES’s design consultant will assist with answering bidders’ questions, if necessary, during the construction bid phase.

Agency’s Project Manager (PM) will oversee and ensure Expo’s involvement in the design of the project of the green wall. Agency’s PM will provide materials, such as copies of permits and/or bid documents, to the BES PM.

BES staff will monitor the green wall for stormwater management performance. Monitoring will continue dependant on BES’ available budget. A monitoring plan will be agreed on in advance by the City and Agency.

Project address: Portland Expo Center, 2060 N. Marine Dr., Portland OR 97217

Schedule

All work is to be completed by June 30, 2014.

Task	Due Date
Design Workshop	April 16, 2013
Concept Design	June 3, 2013
Design	June 3, 2013 – October 31, 2013
Permitting	October 31, 2013 – November 30, 2013
Issue bid document	December 31, 2013
Construction initiation	January 1, 2014
Grand Opening	February 2014, at the Home and Garden Show

Budget

The construction budget is as follows:

Mobilization/Demolition/Clean up	\$10,000
Fabrication and Materials	35,000
Installation/labor plants, piping, irrigation	30,000

Structure	20,000
Permitting	5,000
TOTAL	\$100,000

Reimbursement from BES to Agency for the Work will not exceed \$100,000. Agency will provide final project cost information to BES as part of the final project report.

Any changes in the scope of work that are being paid for by BES funds may not proceed without approval from BES's project manager. Agency's project manager shall notify the BES project manager in writing to request approval.

Agency will provide a minimum cash or in-kind contribution of 10 percent of the total project cost (design and construction). The estimated design and construction cost is \$130,000. Agency's cash or in-kind contribution requirement is a maximum of \$13,000. Examples of in-kind contributions may include but are not limited to: materials and project management labor for permitting or constructing the project, permit costs, construction oversight costs, and interpretive signs.

Funding received through this agreement may only be used for construction of the project, not including design.

Reporting

Quarterly Reports. Agency will provide BES quarterly reports with quantitative and qualitative information related to the progress of the Work and the budget. Quarterly reports are due to BES July 15th, October 15th, January 15th and April 15th of each year.

Semi-Annual Reports: Agency and all contractors will report the following information semi-annually (April 15th and October 15th) to BES: the total amount awarded to approved MBE/WBE firms, the procurement dates, the products or services procured, and the firms' contact information. This must be reported even if there is no applicable procurement during the reporting period. BES will report this information to EPA using form 5700-5A.

Final Report: Agency will provide a final report to BES within 60 days of completion of the Work. The final report must contain quantitative and qualitative information related to the budget and the completion of the Work.

Agency shall provide BES with the following information in the Final Report:

- A detailed breakdown of construction costs
- A detailed breakdown of in-kind contributions
- Description of any unexpected or unavoidable issues that were raised during project construction – including how the issue was resolved
- Description of results to date and lesson learned
- A summary of the public involvement that occurred for the project. Include information on events, flyers and meetings with the public.
- Include news articles about the project or other media produced (if applicable)
- A one-year project update. Agency will submit a project update to BES one year from the final project completion date. The update should be submitted in a written format (email or otherwise). The update should contain information on the status of the project, significant happenings and new project photos.

Attachment 2

**ENVIRONMENTAL PROTECTION AGENCY (EPA) REGION 10
CONTRACT SPECIFICATIONS**

GENERAL. The construction work is being partially funded by the Environmental Protection Agency (EPA). Therefore, all construction work under this contract(s) is (are) subject to applicable Federal laws and regulations.

All applicable Federal, state, and local laws are to be complied with during bidding and construction. The contractor is responsible for its own and its employees' acts or omissions under the laws and the contract. The contractor and its subcontractor are jointly and equally responsible for the acts or omissions of the subcontractor and its employees.

EPA grantees and subgrantees are responsible for the successful administration and completion of federally assisted projects. EPA is not a party to any of the grantee's and/or subgrantees' subagreements for the construction of the proposed project. Reviews and approvals by EPA are: for administrative purposes only; used to determine compliance with Federal laws and regulations; and used to determine the level of Federal participation.

COMPLIANCE WITH STATE & LOCAL LAWS. The construction of the project, including the letting of subcontracts, shall conform to the requirements of state and local laws and ordinances. If such requirements conflict with Federal laws and regulations, Federal laws and regulations shall prevail (e.g., retention of records).

MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION. Where construction consists of replacement of, or modification to, an existing sewer line, pump station or waste treatment works, the contractor shall provide for maintaining that works' conveyance of wastes and its existing level of treatment at all times during construction.

ACCESS TO CONSTRUCTION SITE. The contractor shall provide for access to all sites on contract work for duly authorized representatives from EPA and the state.

ACCESS TO RECORDS. The contractor shall provide for access for duly authorized representatives from EPA and state to any books, documents, papers, and records of the contractor which are pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

RECORDS RETENTION. The grantee, subgrantees, and prime contractors shall retain all records for three years after final payments or other pending matters (e.g., litigation and audit) are closed, whichever is longer.

BONDING REQUIREMENTS. At a minimum, bidders on contracts less than \$100,000 shall be subject to state and local requirements relating to bid guarantees and bonding requirements. However, lower thresholds may apply, depending on applicable state and local law.

For contracts and subcontracts exceeding \$100,000, EPA may accept the bonding policy and requirements of the grantee or subgrantee if EPA made a determination that its interest is adequately protected. If such a determination has not been made, each contractor awarded a construction contract in excess of \$100,000 shall meet the minimum requirements as follows:

- Bid Guarantee from each bidder equivalent to five percent of the bid price.
- Performance and Payment Bond on part of the contractor for 100 percent of the contract price.

AWARDING OF SUBAGREEMENTS. For sealed bids and where two or more responsible bidders are willing and able to compete effectively, grantees or subgrantees will make awards to the lowest, responsive, responsible bidder whose bid conforms with all the material, terms and conditions of the invitation for bids.

In instances where competition by sealed bids is determined inadequate (e.g., only one sealed bid is received), the grantee or subgrantee must obtain EPA approval prior to executing noncompetitive procurement contracts. Otherwise, EPA funding of the project may be withdrawn.

SETTLEMENT OF PROCUREMENT ISSUES. Grantees and subgrantees alone will be responsible for the settlement of all contracts and administrative issues arising out of procurement. Grantees and subgrantees will have procedures to handle and resolve procurement issues and shall disclose information regarding such issues to EPA. Such issues include, but are not limited to, source evaluation, bid protests, disputes, and claims.

EPA is not a party to any of the grantee's or subgrantee's subagreements for the construction of the proposed project. EPA's funding of this project does not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Reviews and approvals by EPA are: for administrative purposes only; used to determine compliance with Federal laws and regulations; and used to determine the level of Federal participation.

EPA will not substitute its judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having jurisdiction. Reviews by EPA will be limited to the violations specified below. All other issues received by EPA will be referred to the grantee or subgrantee.

- Violations of Federal law or regulations and the standards (violations of State or local law will be under the jurisdiction of state or local authorities); and
- Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest.

BID PROTESTS. Grantees and subgrantees will have procedures to resolve bid protest appeals and shall disclose information regarding the protest to EPA and the state. A protestor must exhaust all administrative remedies at the grantee's and subgrantee's level before pursuing a protest with EPA.

Only parties with a financial interest which are adversely affected by the grantee's or subgrantee's decision on the initial bid protest may file a bid protest appeal with EPA. **EPA**

will not substitute its judgment for the grantee or subgrantee unless the matter is primarily a Federal concern. Reviews by EPA will be limited to the violations described under the preceding section entitled "Settlement of Procurement Issues". Violations of law will be referred to the appropriate local or state authority.

Bid protest appeals must be filed with the Office of Regional Counsel, EPA Region 10, ORC-158, EPA, Region 10, 1200 Sixth Avenue, Seattle, WA 98101. A protest appeal must:

- Be a written complaint regarding the grantee's or subgrantee's determination of a bid protest appeal;
- Include a copy of the grantee's or subgrantee's determination of the protest, and State the basis for the appeal.

The party filing the bid protest appeal must concurrently transmit a copy of all protest documents and any attachments to all other financially interested parties which may be adversely affected by the determination of the protest appeal.

EPA will only consider written protest appeals received by the Office of Regional Counsel (ORC) **within seven (7) calendar days** after the adversely affected party can meet the seven day notice requirements by telegraphing or faxing to ORC within the seven calendar day period of its intent to file a protest appeal, provided the adversely affected party submits a complete protest appeal within seven (7) calendar days of the date it sent the telegram or fax. If the seventh day falls on a Saturday, Sunday, or holiday, the next working day shall be the last day to submit a protest appeal.

For any protest appeal based upon alleged improprieties in the solicitation which were clearly apparent before receipt of initial proposals, EPA may dismiss as untimely any such appeals if the grantee or subgrantee does not receive the initial protest before bid opening or the closing date for receipt of proposals.

COST ANALYSIS. The grantee and subgrantee must perform a cost analysis for all procurement actions to determine the reasonableness of the proposed contract price. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals.

A cost analysis will be necessary when adequate price competition is lacking; for sole source procurement; for contract modifications, and for change orders.

COMPLIANCE WITH OTHER FEDERAL REGULATIONS. The grantee and subgrantee are to ensure that their contracts include appropriate provisions in their bid documents to ensure contractors' compliance with the following:

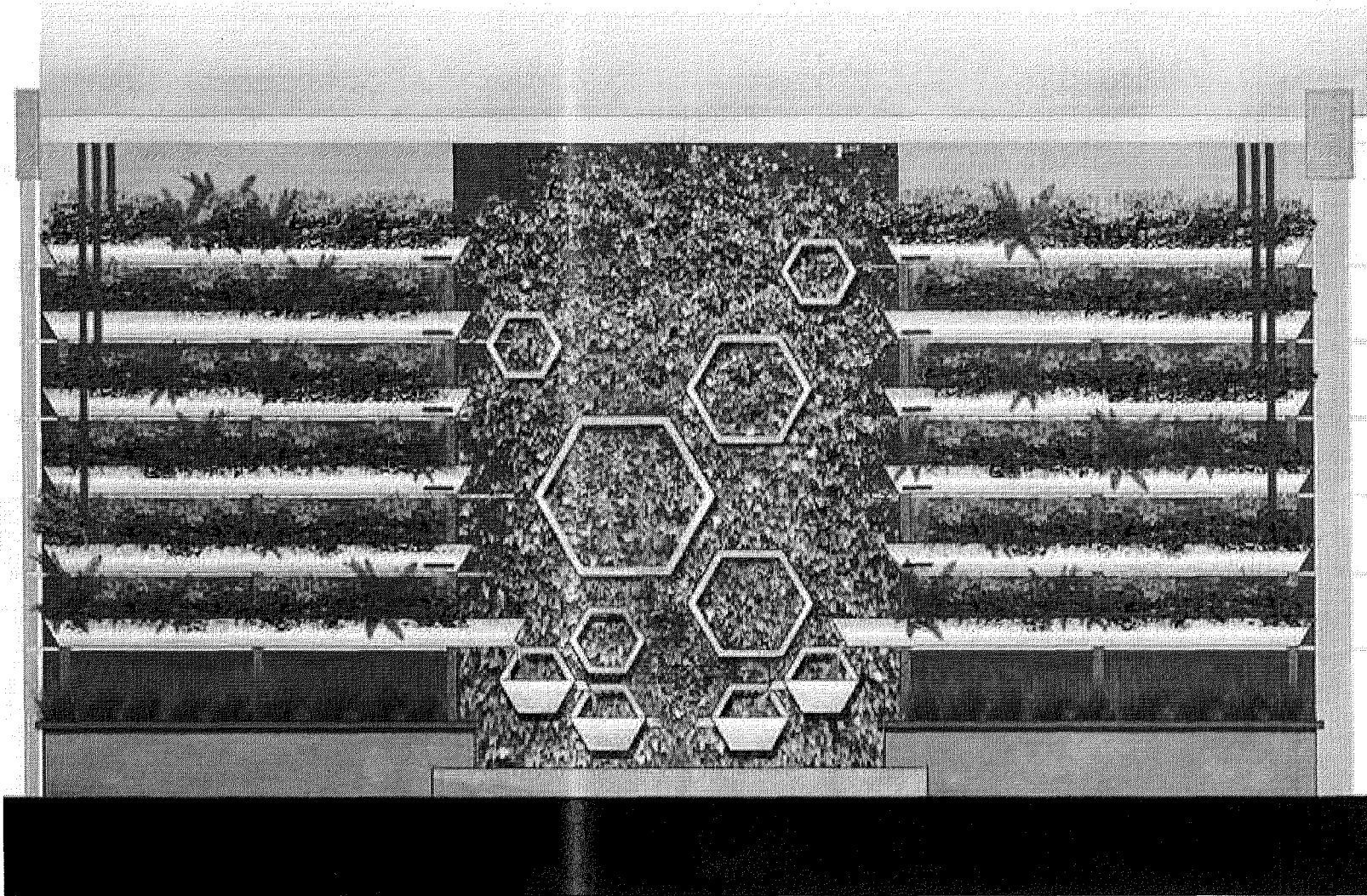
- Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide sanctions and penalties.
- Termination for cause or convenience by the grantee and subgrantee including the manner by which it will be effected and the basis for settlement.

- Compliance with Executive Orders and Department of Labor pertaining to Equal Employment Opportunity. (Pertains to all construction contracts in excess of \$10,000.)
- Compliance with the Copeland Anti-Kickback Act. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Pertains to construction contracts in excess of \$2,000 and in excess of \$2,500 for contracts involving employment of mechanics or laborers.)
- Compliance with all applicable standards, orders, or requirements under 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and EPA regulations 40 CFR, Part 15. (Pertains to contracts and subcontracts in excess of \$100,000.)
- Requirements of the energy efficiency contained in the state energy conservation plan issued under the Energy Policy and Conservation Act. P.L. 94-163.

EPA REGULATORY REFERENCES. 40 CFR Part 31. In circumstances where the provisions of Part 31 are ambiguous EPA will generally look for guidance to the language of 40 CFR Part 33 and past requirements and determinations made pursuant to Part 33.

Attachment 3

PROJECT CONCEPT DRAWING



MERC Staff Report

Agenda Item/Issue:

Approving an Intergovernmental Agreement (IGA) between the city of Portland (city), acting by and through its Bureau of Environmental Services (BES), and the Metropolitan Exposition Recreation Commission (MERC) for participation in the city's Innovative Wet Weather Program (IWWP) for a green wall at the Portland Expo Center (Expo) and authorizing the General Manager of Visitor Venues to execute the IGA with the city.

Resolution No: 13-29

Presented By: Matthew P. Rotchford

Date: November 6, 2013

Background and Analysis:

On September 4, 2013, the Commission approved Resolution No. 13-25, accepting a \$100,000 grant from the City of Portland Bureau of Environmental Services (BES) to build the Portland Expo Center' Green Stormwater Wall through the City's Innovative Wet Weather Program (IWWP) administered by the U.S. Environmental Protection Agency (EPA). Resolution No. 13-25 also provided appropriation authority for the expenditure of the project and amended Expo's five year capital plan.

Over the past year, Expo worked with BES and its contractor, GreenWorks, Inc. to conduct feasibility and design analysis for the Green Stormwater Wall adjacent to West Delta Bar and Grill along the connector hall between Exhibit Halls D and E. It was determined that the project would assist Expo to effectively collect and divert stormwater runoff currently collected on the exhibit hall roofs in accordance with the City's guidelines and rules. Green walls are considered to be a relatively new method for managing stormwater in the U.S. Expo's Green Stormwater Wall will serve as a primary site for BES to monitor and collect data to inform potential future stormwater projects throughout the city. Resolution 13-29 and the proposed intergovernmental agreement (IGA), attached as Exhibit A, outlines the responsibilities, costs and duties of Expo and BES to develop and manage the Green Stormwater Wall.

Elements of the Intergovernmental Agreement (IGA) Sustainable Stormwater Management Innovative Wet Weather Program:

The IGA outlines the duties and responsibilities between the Portland Expo Center and City of Portland's Bureau of Environmental Services for the costs, maintenance and monitoring of the Green Stormwater Wall project.

Primary elements include:

- BES will provide necessary personnel, equipment and expertise for design, construction, monitoring and data collection;
- BES will reimburse up to \$100,000 of the project expenses incurred by the Portland Expo Center; and
- Portland Expo Center/MERC will provide up to \$13,000 in funding or in-kind contributions for the project.

Recommendation:

Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 13-29 for the purpose of approving an Intergovernmental Agreement (IGA) between the city of Portland (city), acting by and through its Bureau of Environmental Services (BES), and the Metropolitan Exposition Recreation Commission (MERC) for participation in the city's Innovative Wet Weather Program (IWWP) for a green wall at the Portland Expo Center (Expo) and authorizing the General Manager of Visitor Venues to execute the IGA with the city.