

**INTERGOVERNMENTAL AGREEMENT
I-5 Rose Quarter Improvement Project
Preliminary Design Review and Coordination
Key Number - 19071**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. On May 5, 2010, the Portland City Council adopted an Intergovernmental Agreement with the State for facilitation services on the Central City 2035 NE Quadrant Plan and I-5 Broadway/Weidler Interchange Project (Ordinance No 183731).
3. On October 25, 2012, the Portland City Council adopted the N/NE Quadrant Plan and the I-5 Broadway-Weidler Facility Plan (Resolution No. 36972). The N/NE Quadrant Plan and I-5 Broadway/Weidler Facility Plan contain a recommended design concept for the subject I-5 Rose Quarter Improvement Project (Project).
4. On June 6, 2018, the Portland City Council adopted the Central City 2035 Plan and Transportation System Plan amendments that include the Project as conceptualized within the N/NE Quadrant and Facility plan (Transportation System Plan Projects #20119, #20120, #20121) and as evaluated under NEPA as well as an Action Item (Ordinance No. 189000 and Resolution No. 37360). The Council adopted action item placed conditions on the City's participation and support for the Project contingent upon: inclusion of all major elements of the project as described in the Facility Plan, including bicycle and pedestrian improvements, development of equity strategies and other efforts that benefit communities originally impacted by freeway construction, direction for the future use of any requested City funds on Project elements, and implementation of congestion pricing and transportation demand management (TDM) strategies.
5. In July 2020, the City Council -issued a Suspend Work directive to all City Bureaus (July 6, 2020) related to Project work. The suspend work directive was issued due

City/State
Agreement No. 33370

to the City's belief that the Project did not fully align with City values as reflected in conditions of approval.

6. In July 2021, as directed by the Oregon Transportation Commission, an Independent Cover Assessment Team submitted to the State a Final Report with highway cover design options that promote the redevelopment of the Albina neighborhood in a manner that creates economic opportunities for area residents and minority-owned businesses.
7. In January 2022, Governor Brown and local government partners, which include City, Metro and Multnomah County elected official representatives, signed a Letter of Agreement to demonstrate shared understanding and support for the proposed Hybrid 3 highway cover design concept as part of the Project. The signed Letter of Agreement is attached as **Exhibit A** and provides the factual and historical background of the Project and expresses the parties' mutual understandings regarding their preference for the proposed Hybrid 3 highway cover design concept as a modification to the original Project design concept.
8. The State is designing and delivering the Project to improve the safety and operations of I-5 between I-84 and I-405 by adding auxiliary lanes and shoulders to I-5, reconstructing surface streets within the Broadway/Weidler interchange and improving community connections and reconnecting neighborhood streets to enhance public spaces and promote economic development opportunities.
9. The State is advancing the evaluation of the proposed Hybrid 3 highway cover design concept as part of the Project, with a proposed highway cover that can accommodate up to 3-story buildings and an option for up to 6-story buildings with additional cost and design constraints, including additional design and technical and supplemental environmental analyses.
10. The State acknowledges the harms to people of color, especially to the Black community in Oregon past and present, from the construction of the interstate highway system. The State is committed to helping address past wrongs by centering the Project on the voices of the Black community and working collaboratively and transparently with the Historic Albina Advisory Board (HAAB), Community Opportunity Advisory Committee (COAC), and the Albina Vision Trust (AVT) and other partners to create a rejuvenated neighborhood with new community space and reconnected local streets over I-5.
11. The State is developing multiple work packages for possible Project construction, contingent upon the results of the supplemental NEPA process to evaluate the proposed Hybrid 3 highway cover design concept, including but not limited to Early Work Packages A, B and C and the Main Construction Package. See **Exhibit B** for the anticipated Project schedule and summary of the proposed work packages.

City/State
Agreement No. 33370

12. The State desires to engage the City's services to perform certain planning and engineering services in support of the Project's preliminary design phase (defined as up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package), as well as services supporting the State's supplemental environmental review of the proposed Hybrid 3 highway cover design concept under NEPA, which is to be prepared concurrently with preliminary design. The City will provide services to State regarding State's work on City facilities and any modifications to the State's system that impact City facilities and this agreement lays out the terms of the collaboration.
13. The Parties desire to enter into this Agreement to provide a reimbursement process for preliminary engineering services provided by the City as part of the Project and to define City and State obligations associated with those services.
14. State and City will enter into separate agreements or an amendment to this agreement in the future to engage City services regarding City review of and permitting approvals for the State-prepared post-90% final design for the Early Work Packages and City review of and permitting approvals for State-prepared post-30% preliminary design for the Main Construction Package, as well as future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State is designing the I-5 Rose Quarter Improvement Project, hereinafter referred to as the "Project." As part of the Project, City will perform a variety of services for the Project during the preliminary design and supplemental environmental review phase, hereinafter referred to as "Services," that are summarized in Recitals Paragraph 12 and set forth in in greater detail in **Exhibit C**, attached hereto and by this reference made a part hereof. For the purpose of this Agreement, "preliminary design" means up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement and City support services for the pre-60% design milestone for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.
2. The estimate for the cost of City's Services on the Project is **\$4,976,320**. The State agrees to reimburse the City's actual direct and related indirect costs of the Project. The maximum amount that the State shall reimburse the City shall not exceed the "Total Amount Authorized," as indicated in **Exhibit D**. If City Services are anticipated to exceed the Total Amount Authorized, the City will notify State in writing with the cost estimate to complete the Services and the City will not exceed the Total Amount

City/State
Agreement No. 33370

Authorized until State approves in writing and this Agreement is amended to increase the Total Amount Authorized. The Total Amount Authorized includes compensation for Services provided by the City from January 1, 2019 to July 5, 2020, and related expenses, as well as Services provided by the City after the Execution Date of this Agreement (as defined in Terms of Agreement Paragraph 12, below).

3. State and City shall work together to define jurisdictional design authority on the City streets within the Project area to inform the appropriate design standards. Except as otherwise provided under Terms of Agreement Paragraphs 6 and 7, below, State design standards shall be used on facilities under State jurisdiction and City design standards shall be used on facilities under City jurisdiction. For facilities other than those covered by Terms of Agreements Paragraph 7, below, State and City shall work together to define appropriate design standards and collectively develop safe and reasonable design exceptions in areas of transition between State and City jurisdiction.
4. State and City shall work together to define jurisdictional authority for traffic signals and Intelligent Transportation System (ITS) equipment within the Project area, including identification of the public body that will own and be responsible for traffic signal and ITS equipment operations.
5. State and City shall work together to engage the community throughout the preliminary design and supplemental environmental review phase, including inclusive engagement of community-based organizations and community stakeholders, and collectively utilize the community input to inform Project design. State will lead the Project's community engagement and public outreach, including ongoing coordination and meetings with the HAAB and COAC and applicable subcommittees, with support from the City, as further described in **Exhibit B**.
6. Except as provided in Terms of Agreement Paragraph 7, below, Plans and Specifications for the Project are being prepared according to ODOT Standards unless State and City agree in writing to apply City standards for specific project components.
7. Americans with Disabilities Act Compliance:
 - a. Both Parties shall ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements. The Project design shall include temporary pedestrian routes through or around any work zone, consistent with the applicable standards identified in Paragraphs 7.b and 7.c below.
 - b. ODOT standards will be utilized to assess and ensure that Project facilities on or along any State highway are in compliance with the ADA, including ensuring that all sidewalks, curb ramps, and

City/State
Agreement No. 33370

pedestrian-activated signals meet current ODOT Highway Design Manual standards.

- c. Except as otherwise provided in Paragraph 7.b above, Project sidewalks, curb ramps, and pedestrian-activated signals on City facilities will comply with City's ADA standards. City shall ensure that temporary pedestrian routes are provided through or around any Project work zone created by the City in the performance of work under this Agreement. Any such temporary pedestrian route shall include directional and informational signs, comply with City ADA standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. City shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
8. The State Project Director, or their designee, and City Project Manager shall be responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees, consultants and contractors assigned to the Project. The State Project Director, or their designee, and City Project Manager shall ensure that the Project and tasks related thereto are completed expeditiously and economically, and are consistent with the requirements of this Agreement. Refer to **Exhibit B** for the State's Project work plan and schedule of deliverables and review periods.
9. It is understood by both Parties that a project of this size and complexity will raise issues requiring speedy resolution. In the event of any issues or disputes between the City and State, it is understood by both Parties that the dispute shall be referred for resolution as follows ("Issue Resolution"):
 - a. Refer the dispute to the City Project Manager and State's Deputy Project Director, who shall make a good faith effort to resolve it;
 - b. If unresolved, refer it to the City Policy Planning and Projects Group Manager or designee and State Project Director or designee, who shall make a good faith effort to resolve it for resolution;
 - c. If unresolved, refer it to the City's PBOT Director or designee and to Urban Mobility Office Director or designee for resolution;
 - d. If unresolved, refer it to the City's Commissioner-in-Charge of Transportation and State's Director or designee for resolution.

In the event that any of the issues or disputes relating to facilities owned and maintained by City bureaus other than the Bureau of Transportation, the corresponding Bureau

City/State
Agreement No. 33370

Project Manager, Bureau Director, and/or Commissioner-in-Charge will participate in resolving the issue with City's Project Manager in a liaison role.

10. The State and City shall work together on coordinating the Project design as it relates to the City's separate and distinct Broadway-Weidler Corridor Project. The City's Broadway-Weidler Corridor Project includes roadway and striping modifications to Broadway and Weidler immediately east and west of the Project area. The City shall be responsible for communicating all Broadway-Weidler Corridor Project information to the State.
11. The State shall have primary responsibility for initiating, preparing, and accomplishing the supplemental environmental review for the Project, in coordination with the FHWA. The supplemental environmental review documents are subject to independent review and approval by the FHWA. It is understood, however, that the City will have an opportunity to review the supplemental environmental assessment and provide comment to the State and FHWA and that the State and City agree to utilize their best efforts to this end.
12. The State shall have primary responsibility for initiating and accomplishing the preliminary design and design plans for the Project. It is understood, however, that the accomplishment of this end product will require cooperative efforts of both Parties and State and the City agree to utilize their best efforts to this end.
13. This Agreement becomes effective on the last date all required signatures are obtained (Execution Date) and terminates on July 31, 2024.

CITY OBLIGATIONS

1. City shall complete the Services listed in **Exhibit C**, using the City staffing plan as listed in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
2. City's Project Manager for this Project is Sharon Daleo, PE, 1120 SW 5th Avenue, Suite 1331, Portland, OR 97204, 503-823-8818, Sharon.Daleo@portlandoregon.gov, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. City's Project Manager and other appropriate City staff shall actively participate in technical design team meetings, including the Project's Technical Leadership Team and design subteam meetings, support field investigations, and provide timely review of Project documents in order to maintain the Project schedule. The City Project Manager or other appropriate City staff shall promptly report to the Project team any potential conflicts or issues of concern perceived by City with respect to the Project.
4. City's Project Manager will coordinate with a Technical Resource Team at the City that will perform the technical reviews of supplemental environmental and preliminary engineering design documents and plans that cover or impact City facilities. Members of this team shall be made available for meetings with State to discuss design plans and comments. State anticipates that the City will review plans for any

City/State
Agreement No. 33370

element within the City ROW and modifications to the State's system that impact City facilities. City shall provide staff within the Technical Resource Team that will review and collaborate with State on a traffic management plan.

5. City's Project Manager will manage all technical reviews by City staff, serve as the liaison to other bureaus within the City, and assist and support the State and Project staff in briefings and presentations to City commissions, committees, boards and councils. City Project Manager will be responsible for consolidating and submitting one set of City comments on Project deliverables to the State and addressing any conflicting City comments in best effort prior to submitting to the State.
6. City Project Manager will be responsible for identifying presentations to City commissions, committees, boards, and councils and will lead the scheduling and coordination of these City briefings and presentations in support of the Project's Public Involvement and Communication plans.
7. City Policy Planning and Projects Group Manager shall actively participate in the Project Management Group (PMG) meetings and provide timely review of Project documents in order to maintain the Project schedule.
8. The City shall utilize Procore, the State's project delivery platform for the Project, to collaborate on and submit deliverables, documents and comments. The use of Procore does not require users to purchase or maintain their own licenses. The City shall adhere to the requirements of the Project's External User Roles, Responsibilities ("EURR") for Procore, and each individual user, or "Account Holder," that needs access must agree to the Terms and Conditions of use set forth in the External User Access Agreement ("EUAA") prior to entry into the Procore system. City shall promptly send notice to State to remove Procore access for Account Holders that are no longer employed, reassigned, or that otherwise no longer need access to Procore for the Project. State or its designated contractor is not responsible for any damage that may occur due to error, omission, lack of timeliness, or any other cause, of the information contained on Procore. State or its designated contractor does not assume any responsibility for information added to the site by the users. State or its designated contractor disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet, or any cause beyond the control of the State or its designated contractor. State or its designated contractor reserves the right to temporarily suspend access to Procore, without notice, due to maintenance, repair, or any other reason deemed necessary for the proper functioning of the Procore system.
9. City shall lead the preparation of the scope of work for the future highway cover land use, programming and development process and development of a Community Framework Agreement, in consultation with the State, to ensure the highway, local streets and resulting land parcels within the Project area are coordinated. The State shall reimburse the City to prepare the scope of work for the highway cover use and development process and Community Framework Agreement, however, it shall be the City's full responsibility to lead, implement and fund the activities and process

City/State
Agreement No. 33370

articulated within the scope of work, following State's approval of the scope of work. Regardless of the City-led highway cover land use and programming process, the State will retain ownership of the highway cover structure and the new land created on the highway cover structure. Due to span length and site constraints, design of the highway cover structure would constrain building size, location, type and use on portions of the cover. Subject to the outcome of the NEPA process, the State anticipates that buildings of up to three stories can be accommodated throughout the highway cover. Also subject to the outcome of the NEPA process, buildings of up to six stories may be able to be accommodated, with additional cost and design constraints, where span lengths are shorter than 80 feet.

10. City shall keep accurate cost accounting records. City shall prepare and submit itemized, progress quarterly invoices directly to State's Urban Mobility Office Contract Invoice account at UMOcontractinvoices@odot.oregon.gov, with a copy to the State's Project Director at megan.channell@odot.oregon.gov and the State's Project Resident Engineer – Consultant Projects at kerry.werner@odot.oregon.gov, for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Travel expenses shall be reimbursed to City in accordance with the current State of Oregon Department of Administrative Services' rates.
11. City shall not perform contingency services identified under this Agreement (see **Exhibit C**) without obtaining prior written approval from State.
12. City shall not enter into any subcontracts for any of the work under this Agreement without obtaining prior written approval from State.
13. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142, as amended](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
14. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
15. City shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of

City/State
Agreement No. 33370

individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

16. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
17. Any such indemnification shall also provide that neither City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any City of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.
18. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration or termination of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
19. City certifies and represents that the individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.

STATE OBLIGATIONS

City/State
Agreement No. 33370

1. State shall manage, schedule, and facilitate design subteam meetings for State and City to collaborate and develop assumptions for the preliminary engineering design documents as further laid out in **Exhibit B**.
2. State shall submit to the City copies of preliminary engineering design documents for City to review and comment at the relevant 30%, 60% and 90% stages for each preliminary design work package and participate in other Project coordination as further laid out in **Exhibits B and C**. State will prepare and submit City permitting and design review checklists with each design submittal to the City.
3. State shall submit comment response of all supplemental environmental and preliminary engineering design documents for City to review and inform subsequent design phase as further laid out in **Exhibit B**.
4. State shall commit to working collaboratively with the City in decision-making during design development for surface street and ROW facilities within City jurisdiction, including but not limited to highway covers, urban design, multimodal design, multi-use paths, and new highway crossings, and as further laid out in the Project governance structure in **Exhibit B**.
5. State shall be responsible for developing and managing the Project's Public Involvement and Communications Plan. The State and City shall collaborate on implementation of and future refinements to this Plan.
6. State shall continue to manage the Project governance structure, as further laid out in **Exhibit B**, to promote diverse representation of community members, community-based organizations, businesses, and institutions to share in Project design development.
7. The State shall provide City access to Procore, the project delivery platform used to manage all aspects of the Project, including document and deliverable submittals and collaboration. The Project utilizes automated workflows and document control within Procore to manage requests for information and submittals. The use of Procore does not require users to maintain their own licenses.
8. In consideration for the services performed, State agrees to pay City within forty-five (45) days of receipt and approval by State of any City-submitted Project invoice, up to a maximum amount of **\$4,976,320** (the Total Amount Authorized, as identified in **Exhibit D**). The maximum amount includes reimbursement for actual work performed for actual staff time costs and all expenses, including travel expenses. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates.
9. State will manage the process to obtain all necessary City permitting information related to the relevant 30%, 60% and 90% design phases for the Project, whether the permits and information are obtained by its consultants or construction contractors.

City/State
Agreement No. 33370

10. State shall continue best efforts with City during preliminary engineering regarding avoiding or mitigating impacts to Portland Streetcar services that may be expected during Project construction and finding the most cost effective solution for continued Portland Streetcar operations during construction.
11. State shall provide the City with the technical analysis of the structural capacity of the highway cover and associated design constraints for the City's use in leading the highway cover use determination process as part the Community Framework Agreement.
12. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
13. State's contact for this Agreement is the State Project Director, Megan Channell, 123 NW Flanders Street, Portland, OR 97209, 971-233-6510, megan.channell@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement upon giving thirty (30) days notice in writing to the City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from

City/State
Agreement No. 33370

the planned funding source.

3. City may terminate this Agreement upon giving thirty (30) days notice in writing to the State, or at such later date as may be established by City, under any of the following conditions:
 - a. If State fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within ten (10) days or such longer period as City may authorize.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited.
4. If this Agreement is terminated prior to fulfillment of the terms stated herein, the City shall be reimbursed by the State only for actual expenses, both direct and indirect, incurred prior to the date of termination.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law,

City/State
Agreement No. 33370

including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. The Parties agree that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, will be designed according to current ODOT Highway Design Manual standards where ODOT has design jurisdiction. The Parties further agree that all Project sidewalks, curb ramps, and pedestrian-activated signals will be designed using ODOT Standard Drawings, and that the ODOT Design Exception process will be followed for any sidewalk, curb ramp, or pedestrian-activated signal that cannot be designed to the ODOT standards where ODOT has design jurisdiction. City Standards and the City's Design Exception process will be followed where the City has design jurisdiction. See Terms of Agreement Paragraphs 3 and 4 regarding process for defining jurisdictional design authority. The Project design will include temporary pedestrian routes through or around any work zone. Parties agree to collaborate on a process for designing temporary pedestrian and bicycle routes required during Project construction.
11. State and City are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

City/State
Agreement No. 33370

13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #19071) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Signature Page to Follow

City/State
Agreement No. 33370

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, by and through its
elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

City Contact:

Sharon Daleo
1120 SW 5th Avenue, Suite 1331
Portland, OR 97204
503-823-8818
Sharon.Daleo@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Urban Mobility Office Director

Date _____

APPROVAL RECOMMENDED

By _____
Rose Quarter Project Director

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

State Contact:

Megan Channell
123 NW Flanders
Portland, OR 97209
971-233-6510
Megan.channell@odot.oregon.gov

Exhibit A

Governor Letter of Agreement

Letter of Agreement

HYBRID OPTION 3: I-5 Rose Quarter Improvement Project

PARTIES

This Letter of Agreement ("Agreement") is made and entered into by and between the State of Oregon by and through the Governor's office ("the State") and the City of Portland ("City"), Multnomah County ("County"), and Metro ("Metro") (hereinafter collectively referred to as "Local Government Partners"), by and through their duly authorized elected officials or duly authorized staff. The State and the Local Government Partners are collectively referred to herein as "the Parties."

PURPOSE

The purpose of this Agreement is to demonstrate the Parties' understandings and support for the Independent Highway Cover Assessment "Hybrid Option 3" concept as part of the I-5 Rose Quarter Improvement Project (Project). Hybrid Option 3 is a proposed preliminary design modification for the Project highway cover. The Parties acknowledge that, notwithstanding anything herein, Hybrid Option 3 remains subject to independent review and approval by the Oregon Transportation Commission (OTC) and the Federal Highway Administration (FHWA). Nothing in this Agreement is intended to interfere with or impose any expectations upon the independent authority of the OTC and FHWA or regarding any NEPA or land use processes. Hybrid Option 3 is more fully described in Exhibit A, which is attached to this Agreement.

This Agreement is meant to demonstrate the Parties' strong and continuing commitment to achieving the following: 1) collaborative support for proceeding expeditiously with the technical and environmental examination of the Hybrid Option 3 with the goal to start the project within the proposed timeline, subject at all times to independent environmental and technical review; 2) cooperative and effective partnerships with each other, with the communities in and previously displaced from the Rose Quarter area, which includes part of the Albina neighborhood, and with the federal agencies involved in the Rose Quarter Project; and 3) the establishment of a process that would allow the Parties to support the exploration of Hybrid Option 3 using collaborative methods.

This Agreement is not a binding contractual agreement. It is meant to provide the factual and historical background of the Project and to express the Parties' mutual understandings regarding preference for Hybrid Option 3, subject at all times to any applicable federal, state, or local jurisdictions' authority, laws, and processes, including but not limited to: required land use and NEPA regulations and processes.

RECITALS

1. Whereas, under the authority granted to the Parties in the Oregon Revised Statutes (ORS), including ORS 190.110, state agencies may enter into agreements or non-binding memoranda of understandings with units of local government for the performance of any or all functions or activities that a Party to this Agreement, including a Party's authorized officers or agents, has the authority to perform; and
2. Whereas, the Parties recognize that the original construction of I-5 effectively severed the Lower Albina neighborhood; displaced Albina residents, who were primarily Black families; and contributed to generational hardships; and Hybrid Option 3, if independently approved by the FHWA and OTC, would be an opportunity to partially repair such past damage and such repair is a strongly-desired outcome amongst the Parties; and
3. Whereas, the Parties strongly support a highway cover design and planning process that: ensures the Rose Quarter area and the lower Albina community is honored and connected; is guided by public and community input; is subject to independent review and approval by the FHWA, the OTC, and any applicable local governments; and incorporates the principles of equity and inclusion;
4. Whereas, the Parties believe that, if independently approved by the FHWA and the OTC, Hybrid Option 3 could restore connectivity in the lower Albina community and create buildable space and wealth-building opportunities for the community, while simultaneously addressing the area's transportation needs; and
5. Whereas, the Oregon Transportation Commission (OTC) directed the Oregon Department of Transportation (ODOT) in January 2020 to retain qualified consultants to serve as the Independent Cover Assessment Team (ICA Team) to study cover designs that could meet the goals of community stakeholders, including residents of Lower Albina, many of whom are Black residents and families; and
6. Whereas, the community members engaged by the ICA Team through a workshop and open house preferred scenario 5, the Historic Albina Advisory Board preferred scenario 4, and members of the Executive Steering Committee indicated a preference for hybrid scenario 1, the Governor convened a variety of project stakeholders including but not limited to: ODOT, City of Portland, Multnomah County, Metro, The National Association of Minority Contractors, The Soul District Business Association, Albina Vision Trust, NAACP, and Raimore Construction. After considering the stakeholder preferred options (scenarios 4, 5 and hybrid 1), these stakeholders expressed preference for moving forward with Hybrid Option 3, which included most of the major design elements of Scenario 5 except for relocation of the Northbound Broadway/Weidler I- 5 interchange. The stakeholders assert that Hybrid Option 3 is an opportunity to balance community members' priorities for the cover design with the need to maintain the project cost, schedule, and DBE goals; and they also believe that Hybrid Option 3, if independently

approved by the FHWA and OTC, would be an opportunity to partially address past damage to the community; and

7. Whereas, the Parties have indicated a strong preference for the preliminary technical conditions of approval for advancing Hybrid Option 3 as the project concept, as more particularly described and attached hereto as Exhibit A, which the Parties acknowledge are subject to independent approval by the FHWA and the OTC, as well as any applicable NEPA and land use regulations and processes; and
8. Whereas, the Parties strongly support a highway cover design and planning process that: ensures the Lower Albina neighborhood is honored and connected, is guided by public and community input, is subject to independent review and approval by the FHWA through the NEPA process and any applicable local government review, and incorporates the principles of equity and inclusion; and
9. Whereas, the Local Government Partners reaffirm their commitment to Hybrid Option 3, if independently approved by the FHWA and OTC, believing that Hybrid Option 3 could restore connectivity in the Lower Albina neighborhood, create buildable space, and enhance wealth-generating opportunities for the community, particularly for displaced residents and businesses with historic connections to Lower Albina, while simultaneously addressing the area's transportation needs; and
10. Whereas, the Parties believe the principles of restorative justice must inform any redevelopment process in and around Lower Albina and Rose Quarter area and that any future agreements regarding land redevelopment should ensure the Project reflects a commitment to the principles of restorative justice; and
11. Whereas, the Parties believe the development vision for the highway cover should be guided by members of the Albina community, which was harmed by the original construction of I-5, under the authority of the State and Local Government Partners who have legal responsibility for the development process, and in partnership with other government and community stakeholders. The Parties further believe that this development vision should include wealth-building opportunities for members of the Albina community who live within or were displaced from the Lower Albina neighborhood, which were primarily Black residents and families; and
12. Whereas, to ensure that the Black community is empowered to help determine the development vision for the highway cover, the Parties support the drafting of a Community Framework Agreement between the City of Portland, ODOT, and other state agencies and local jurisdictions as may be necessary, with the participation of organizations that represent the Albina community and Black residents. The Parties further anticipate that this process will be led by the City of Portland, and that the Community Framework Agreement will at minimum identify the roles and responsibilities of all involved entities and governments, public/private financing options, and other activities to support the highway cover development vision. The Parties support full consideration of the Independent Cover Assessment Report and

Appendices as a guide for this Community Framework Agreement; and

13. Whereas, the Parties believe the Project, if independently approved by the FHWA and OTC, will represent one of the most significant Disadvantaged Business Enterprise ("DBE") contracting opportunities in Oregon's history and can set a new standard for DBE contracting for large capital projects statewide and the Parties support honoring any existing contractual commitments to Disadvantaged Business Enterprises in the Rose Quarter area; and
14. Whereas, the Parties support the relocation and associated relocation planning efforts of Harriet Tubman Middle School from its current Rose Quarter location along I-5. The Parties further acknowledge that, as of the date of this Agreement, such relocation is in the conceptual stages and no details are yet planned or known and that such relocation would be a separate and distinct undertaking from the Project and would be under the authority of the Portland Public Schools in consultation with the State and the City of Portland; and
15. Whereas, the Parties recognize that congestion pricing is an important tool for managing traffic and greenhouse gas emissions in and around the metro region and understand that congestion pricing is a key way to address such concerns. The Parties further recognize that congestion pricing is a regional issue entailing projects and areas out of the Rose Quarter. The Parties support all reasonable efforts to move forward with congestion pricing in the Metro region, subject to any applicable regulatory constraints, with all reasonable measures taken to manage demand, reduce impacts to low-income people, and make revenue available to create and support a multimodal system; and
16. Whereas, the Parties recognize that further Intergovernmental Agreements will be necessary to engage City of Portland to advance Hybrid Option 3 and effectively rescind the City Council Suspend Work directive (July 6, 2020). Such Intergovernmental Agreements shall be structured to clearly describe respective roles and responsibilities in planning and implementing the Project and pay for technical staff time to support the environmental, design, construction, and close phases of the Project, as required. The Parties further anticipate that such agreements will clearly describe the Project's governance structure, community engagement and community agreement processes, as well as approaches to ensure cost transparency, regulatory compliance, DBE contracting, and decision-making protocols; and
17. Whereas, the Parties recognize that all decisions, actions, or improvements associated with the Project must be executed solely by those entities with the requisite legal and statutory authority and the Parties are each committed to complying with any applicable state and local government land use rules and laws and any applicable, negotiated Community Framework Agreement; that ownership of the highway cover structure itself will remain with ODOT for legal and practical purposes; that ODOT should determine the appropriate mechanism for maintenance of the structure, whether direct maintenance or through a long-term

service contract; and that any future real estate or open space development on top of the cover would require executing long-term air rights and lease agreements, and that any such actions or decisions are subject at all times to applicable local, state, and federal laws including but not limited to land use and NEPA processes;

18. Whereas, the Parties are committed to a fair and unbiased evaluation of Hybrid Option 3 through the NEPA process and through any other required federal, state, or local environmental or land use reviews; and fully recognize that the ability to move Hybrid Option 3 forward is dependent upon the results of the independent NEPA process,

19. Whereas, the Parties recognize, honor, and acknowledge that final approval authority for the design and implementation of a Rose Quarter highway cover rests with OTC and the FHWA. The Parties further recognize that Hybrid Option 3 is a preliminary design concept and is subject to independent review and approval from the FHWA and the OTC. The Parties understand that no design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement; and

20. Whereas, the Parties are committed to complying with any applicable federal, state and local government environmental and land use laws.

Now therefore, the Parties do understand as follows:

UNDERSTANDINGS

The Parties understand that Hybrid Option 3 is a proposed preliminary design modification for the highway cover and acknowledge that it remains subject to independent and unbiased review and approval by the OTC and the FHWA, subject to NEPA and land use processes. Parties have expressed strong collective support for the preliminary technical conditions of approval for the Project that are described with Hybrid Option 3 in Exhibit A. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. This Agreement further demonstrates the Parties' strong and continuing commitment to effective partnerships with each other, with the communities in and previously displaced from the Lower Albina neighborhood, and with the local, state, and federal agencies involved in the Project.

1. Support. The Parties hereby express and memorialize their strong collective support for continued analysis and review of the Project. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties acknowledge and honor that Hybrid Option 3 remains subject to independent and unbiased review and approval from the FHWA and the OTC. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties agree to act expeditiously to negotiate further agreements and/or workplans pertaining to the recitals and understandings in this Memorandum of Understanding.

Page 5 of 9

2. **Non-Binding Nature of the Agreement.** This Agreement is a nonbinding expression of mutual understanding and intent and shall not be construed as an express or implied binding commitment to or by any Party. No Party is under any legal obligation with respect to the understandings provided herein and no binding commitment of any nature whatsoever shall be implied.
3. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement. Copies of this Agreement so executed shall constitute an original.
4. **Entirety.** This Agreement and any authorized and attached exhibits embody the entire mutual understanding between and among the Parties hereto with respect to their expression of mutual support regarding the Project and supersedes any previous agreements or understandings between the Parties relating to such expression of mutual support.
5. **No Agency Relationship.** No provision of this Agreement is intended to or should be construed as establishing a business relationship between the Parties, including but not limited to partnerships, joint-ventures, or agency relationships. Neither shall the employees, agents, or representatives of any Party be considered employees, agents, or representatives of any other Party for the purposes of the Oregon Tort Claims Act ("OTCA"), ORS 30.260 to 30.300, or for any other purpose.
6. **No Third-Party Beneficiaries.** The named Parties are the only parties to this Agreement. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to any third persons.
7. **Authority to Sign.** The signatories to this Agreement attest, represent and warrant that they have the requisite power and authority to enter into this Agreement on behalf of their respective governmental entities.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are authorized to bind their respective governments and to sign this Agreement, have read and understand it, and agree to its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF PORTLAND

Signed



Title Commissioner

Date 1/12/2022

STATE OF OREGON, by and through
Governor Kate Brown

Signed:



Date 1/31/2022

MULTNOMAH COUNTY

Signed



Title Commissioner Jessica Vega Pederson

Date 1/20/2022

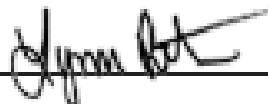
REVIEWED FOR STATE BY

By /s/ Christy K. Monson
Assistant Attorney General

Date 1/27/2022

METRO

Signed

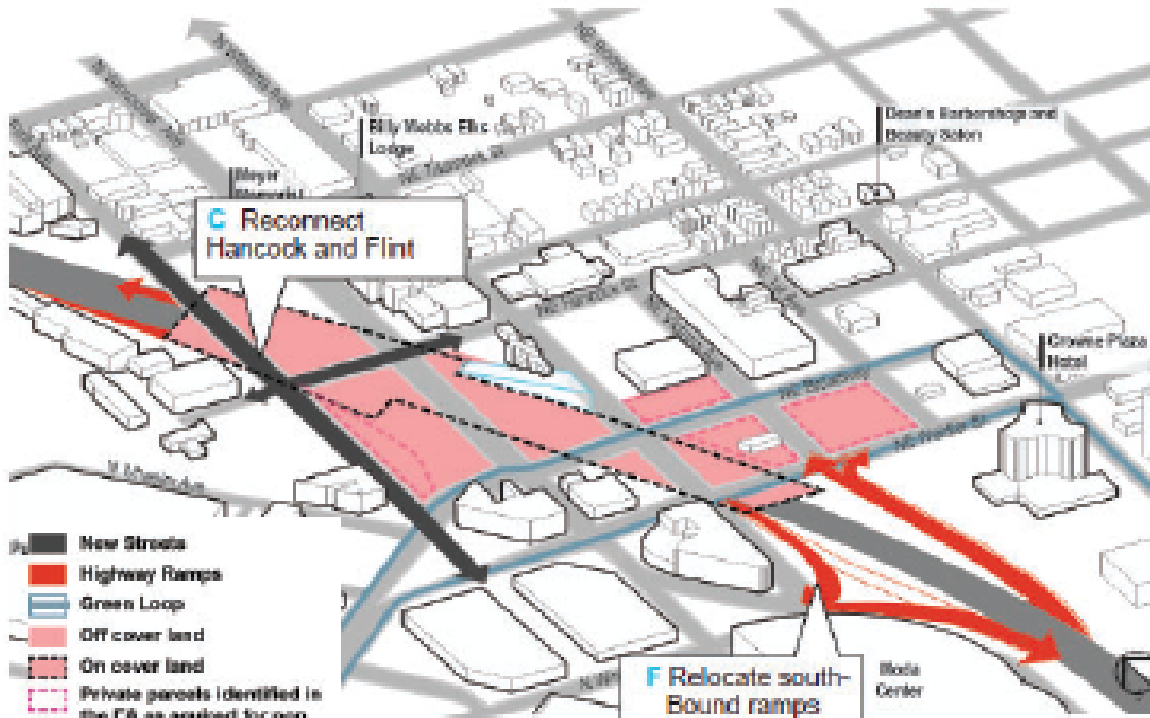


Title Metro Council President

Date 1/21/2022

Exhibit A – Project Definition & Initial Technical Conditions

HYBRID 3



Total land: 7.98 acres (4.11 on-cover acres, 3.47 off-cover acres)

Development capacity: 1,176,000 gsf

Hybrid 3 is viewed by the Parties as technically feasible with the following conditions, all of which are subject to further review and approval by the FHWA, OTC, and other governmental entities, as well as any required land use or NEPA processes:

1. Impacts and compliance will be evaluated with the City of Portland's Comprehensive Plan, Transportation Systems Plan, Central City 2035 Plan, Climate Action Plan/Climate Emergency Declaration.
2. ODOT to begin the southbound off-ramp farther north (i.e., where it begins today) than shown in the current design, to reduce the impact of highway traffic on city streets.
3. ODOT to shift the I-5 centerline east and reduce the inner shoulders from 12' to 4' to improve the approach geometry for the preferred alignment and turning movements at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp terminl.
4. Review Implications for the adopted Central City street hierarchy and relocation of the Green Loop. PBOT to re-evaluate local circulation Impacts and the possible need to make Wheeler or Winning Way/Ramsay 2-way to accommodate truck and/or highway traffic

Exhibit A

5. PBOT to evaluate potential signal phasing and timing changes at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp termini to best accommodate all modes of traffic
6. PBOT to re-evaluate pedestrian, bicycle, and public transit facilities, as well as potential operational improvements to transit, through the Rose Quarter area
7. Rose Quarter event access and traffic management to be taken into consideration as all the above options are evaluated
8. Additional outreach and stakeholder engagement is required

**Project design team supports above; named ODOT or PBOT based on jurisdictional responsibility*

Exhibit B

Project Schedule and Description of Work Packages

I. Introduction

This schedule and description of work packages is intended to guide ODOT and the City through the preliminary design and supplemental environmental review phase of the I-5 Rose Quarter Improvement Project. The supplemental environmental review phase includes an evaluation of the proposed Hybrid 3 highway cover design.

Preliminary design is defined as up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The preliminary design milestones for City services include:

- Early Work Package A: 60% - 90% design development
- Early Work Package B: 60% - 90% design development
- Early Work Package C: 30% - 90% design development
- Main Construction Package: 30% design development

II. Deliverables and Schedule

The preliminary design phase includes all activities necessary to develop and approve up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The supplemental environmental review phase is concurrent with the preliminary design phase.

ODOT and the City agree that the dates shown in Table 1 below constitute the intended schedule for advancing and completing the Project's preliminary design phase.

Anticipated dates may change as the Project progresses. ODOT will keep the City informed of revised milestone deliverable submittal dates beyond what is presented in the schedule graphic and table below.

In addition to the major milestone deliverables listed in the table below, additional deliverables will include various other design technical reports and memoranda that support the primary deliverables, with an expected 10 business day review period by the City. ODOT commits to providing responses to the City's submitted review comments, with an expected response time of 3-4 weeks depending on the volume of comments received.

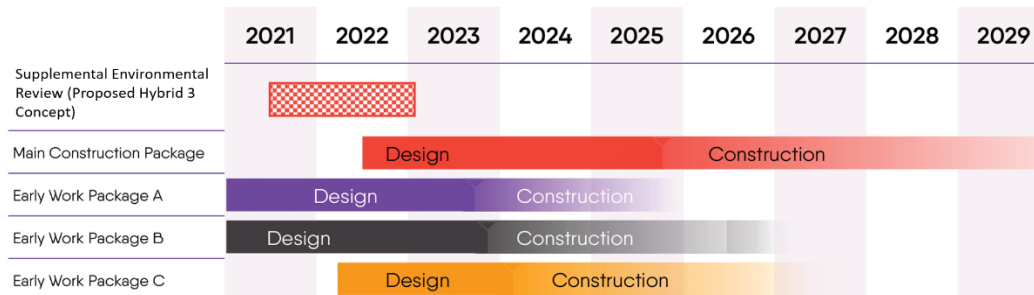


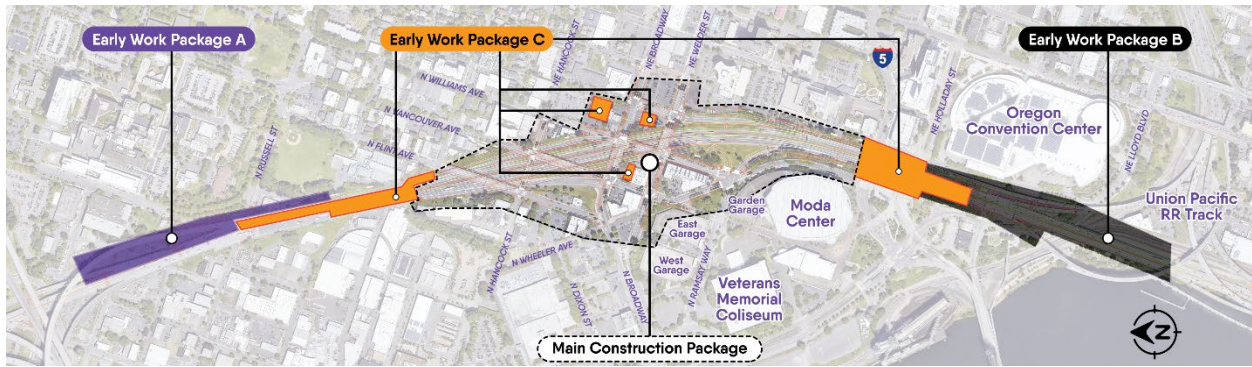
Table 1: Deliverable Schedule

	Task / Deliverable	Completion Date
Main Construction Package	Draft 30% Design	June 2023
	Final 30% Design	November 2023
Early Work Package A	30% Design*	<i>Complete (July 2021)</i>
	60% Design*	<i>Complete (January 2022)</i>
	90% Design	July 2022
Early Work Package B	30% Design*	<i>Complete (July 2021)</i>
	60% Design*	<i>Complete (March 2022)</i>
	90% Design	September 2022
Early Work Package C	30% Design	August 2022
	60% Design	December 2022
	90% Design	May 2023
Supplemental Environmental Assessment	Technical Report Preparation Completion	June 2022
	Publish Supplemental Environmental Assessment (30-day public comment period)	September 2022
	Anticipated NEPA decision (FHWA)	January 2023

Note: The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement. City support services for the 30% and 60% design milestones for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.

III. Description of Work Packages for Preliminary Design Phase

The following descriptions and illustrations reflect the preliminary design for the Project work packages. The work packages are being designed for future construction, pending completion of the updated environmental review process and preliminary design phase completion.



Early Work Package A – Preliminary Design Phase, Key Features:

- I-5 mainline improvements at the I-5 / I-405 interchange
- I-5 safety improvements to I-405 and Greeley Ave off ramps
- I-5 northbound retaining walls

Early Work Package B – Preliminary Design Phase, Key Features:

- I-5 mainline improvements south of I-5 / I-84 interchange
- I-5 safety improvements to I-84 and Morrison Bridge off-ramps
- I-5 retaining walls (northbound and southbound)
- Bridge barrier rail and Phase 1 seismic retrofits

Early Work Package C – Preliminary Design Phase, Key Features:

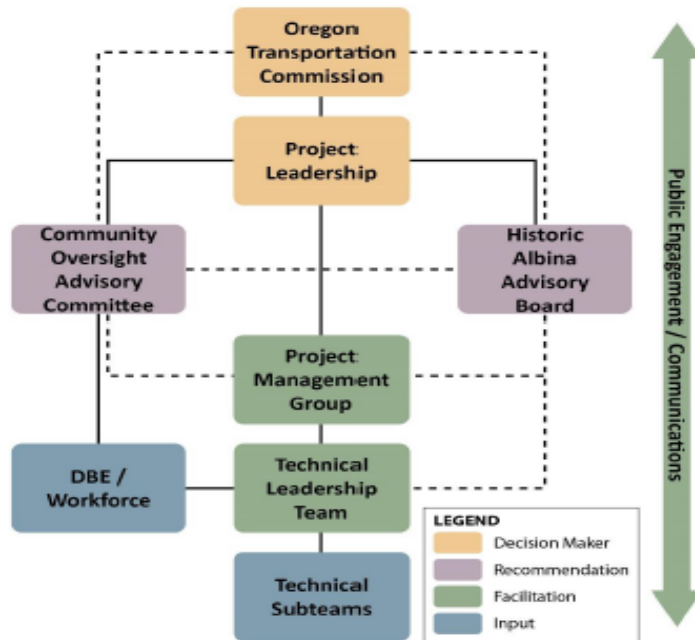
- I-5 mainline improvements and early work in central Project area prior to Main Construction Package

Main Construction Package – Preliminary Design Phase, Key Features:

- Highway Cover
- Local street improvements
- I-5 mainline improvements within highway cover area

IV. Project Governance Structure and Technical Subteam Meetings

Parties will work together collaboratively within the Project's governance structure, as established by the State and illustrated below:



- **Oregon Transportation Commission:** Makes final Project decisions
- **Project Leadership:** ODOT leadership provides high-level guidance, advises the OTC and informs major decisions related to the Project's design and construction, and coordinates with City leadership on decisions.
- **Historic Albina Advisory Board:** Represents community values and interests of the historic Albina neighborhood and works collaboratively to shape Project outcomes for the maximum benefit of the project and community.
- **Community Oversight Advisory Committee:** Reviews and provides feedback on the CM/GC's DBE and workforce programs and practices.
- **Project Management Group:** Recommends Project actions/decisions, elevates recommendations to Project Leadership as appropriate. (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Technical Leadership Team:** Works through technical design and construction issues, Project analysis, and recommends technical decisions (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Subteams (Technical, DBE/Workforce, Public Engagement/Communications):** Conducts day-to-day project development activities (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Federal Decisions/Approvals:** NEPA Process and Documentation, Funding/Financing Plan, Contract Documents, DBE/Workforce Program

Parties will work together collaboratively through the following project management and technical subteams:

Technical Subteam Meetings
Traffic Operations
Vissim Meetings

Local Streets
Freeway
Utilities/Drainage
Structures
Urban Design
Transit
Design Integration
Technical Leadership Team (TLT)
Project Management Group (PMG)
Technical Focus Group Meetings (occurs as needed)
ITS
MOT
Signing
Fire, Life, Safety
Streetcar
Active Transportation

Exhibit C

Description of Services Provided by City

City shall perform the following activities for the work packages described in **Exhibit A** through services associated with supplemental environmental review and Preliminary Engineering, by July 2024:

- A. City Staffing Plan.** The City shall provide the staff and services necessary to review, provide comment on, and identify revisions to the supplemental environmental review and preliminary design deliverables to assist the State in completing the environmental and preliminary engineering phase of the Project on budget and in accordance with the Project schedule. During the Project, the City shall make available the persons identified in **Exhibit D**. The Parties recognize that these persons and attendant services will be adjusted and allocated as necessary and reasonable to fulfill the purpose of this Agreement. The Parties agree that this Staffing Plan may be modified to include the service needs during supplemental environmental review and preliminary design phase of the Project and as may be necessary.
- B. Ensuring No Adverse Effects to City.** The City's services to review, provide comment on, and identify revisions to the supplemental environmental review and preliminary design deliverables are intended to ensure: (1) that the City's facilities and operations within the public right-of-way are adequately provided for; (2) that the City's facilities and operation outside the public right-of-way are not adversely affected; (3) that transit, bicycle, pedestrian streetcar, and vehicular traffic is adequately provided for; (4) that public health, safety, and welfare, including without limitation aesthetic, environmental, and commercial values, are not adversely affected; and (5) as we work toward these goals, monitor that the project contributes to a Portland that is more equitable and that has a smaller carbon footprint.
- C. Compensation.** The City's compensation for services provided under this Agreement shall be broken down into at least two (2) parts: (1) Environmental (Environmental Assessment); and (2) Preliminary Engineering (to 90% design for Early Work Packages A, B and C and to 30% design for Main Construction Package). Compensation for future phases (Final Design, Construction, Close Out phases and any permitting fees) would be handled through a separate agreement or incorporated into this Agreement by amendment.

The City's compensation for services are detailed in **Exhibit D**, up to the Total Amount Authorized identified in **Exhibit D**.

The Parties agree that line item budgets for each task / deliverable milestone, per **Exhibits B** and **D**, may be reallocated between City Bureaus within this Agreement without further amendment, when approved by the City and State

Project Managers and affected City Bureau Directors so long as the overall approved budget amount for the respective deliverable milestone in this Agreement is not exceeded.

D. Community Relations. City will provide sufficient staff to support State-led public involvement and communications tasks including but not limited to the following:

- Project advisory committees
- Open Houses, Workshops, and Other Public Meetings
- Preparation meetings for public meetings
- Strategy & messaging development in support of the Public Involvement and Communications Plan
- Review and dissemination of public involvement and communications materials

C. Betterments/Cost Sharing. The City agrees that it shall specify and provide or pay costs for any Betterments that are incorporated into the Project at the request of the City and approved by the State. The Parties shall, through amendment of this Agreement, negotiate the work scope and cost of such Betterments prior to State proceeding with the design and construction of such Betterments. As used in this Agreement, "Betterment" means replacement of existing infrastructure with new where the infrastructure is beyond its useful life; or replacement with a kind, size or type of infrastructure facility that differs from that existing as of the commencement of this Agreement. If the facility is near the end of its useful life, the Parties agree to engage in a process to determine which portion of cost is considered a "Betterment" relative to the portion of expended useful life when compared to the entire useful life.

D. City Staff. City shall assign the following personnel to the Project:

1. City Project Manager
2. City Project Planners(s)
3. City Project Engineer(s)
4. City Civil and Traffic Engineer(s)
5. City Structural Engineer(s)
6. Tree Inspector(s)
7. Bureau Project Coordinator(s) for each of the following: Portland Water Bureau (PWB), Bureau of Environmental Services (BES), Bureau of Development Services (BDS), Bureau of Planning and Sustainability (BPS), and the Bureau of Parks and Recreation (PP&R)

E. City Services General. Each City bureau or agency with Code authority or other responsibility over the Project shall provide to the State the following services:

1. Supply copies of all available file data on all existing facilities as requested by the State for the Project, existing infrastructure file data will only be provided in accordance with the Bio Terrorism Act of 2002 Public Law 107-188, EPA Title 42, Section 300i-2, and ORS 192.502(33), as applicable. The City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by State shall be at its own risk.
2. Supply necessary City permitting requirements related to the 30%, 60% and 90% design phases for the Project, in substantial conformance with **Exhibit D**. City shall review, comment on, identify revisions and approve permitting documents to issue applicable permits for each individual work package, per the City's scope of services described in **Exhibits C and D**, to allow for future construction of early work packages and the main construction package based on the schedule provided in **Exhibit B**.
3. City shall assist in the State's development of the Highway Cover Design Criteria for the highway cover structure to ensure that future building development on the cover is compatible with existing and/or amended City requirements. See City Obligations Paragraph 9 for highway cover development design criteria.
4. City shall support the development of an arts program for the Project in collaboration with the community and other local partners.
5. Review, provide comments, identify revisions, as necessary, to the Project plans as provided for in this Agreement. All comment submittals from the City must be provided to the State in the State's requested comment log format via Procore. Plan sheets with redlines and comments may be submitted in addition for clarification, but the comments must be entered in the comment log via Procore to be considered. City shall submit one consolidated comment log to the State for each of the deliverable reviews.
6. Regularly attend, prepare for, and actively participate in relevant technical design subteam meetings, to be hosted by the State at the Project office at 240 N. Broadway, Portland, OR 97227 and/or made available in a virtual format. The City Project Manager is responsible for assigning City staff to each of the design subteams, in consultation with the State.
7. The City Project Manager shall coordinate comments from all City bureaus and shall assist in resolution of all Project issues raised by any

City bureau prior to submitting the consolidated set of comments to the State.

8. Cooperate fully with the City's Project Manager, State's Project Manager, and City and State designated representatives as reasonably necessary to assist in the timely and proper completion of the Project deliverables.

(i) Portland Bureau of Transportation ("PBOT").

1. Major Projects and Partnerships (MPP) Division. Under the coordination of the City's Project Manager, MPP shall provide services as described below:
 - (a) Act as the lead City agency in carrying out the City's obligations and exercising the City's rights under this Agreement.
 - (b) Provide as necessary, services of the City's Project Manager and other positions as identified in the Agreement.
 - (c) Assist in and coordinate all plan reviews.
 - (d) Assist in development of highway cover Community Framework Agreement scoping.
 - (e) Assist in resolution of design considerations in collaboration with State.
 - (f) Coordinate and track compliance with all City permits.
 - (g) Provide assistance in City budget development, monitoring, tracking, and billing for all City bureaus and other entities. Prepare budget status reports as required.
 - (h) Assist ODOT-led Project presentations to committees and advisory groups related to the Project's community engagement and Disadvantaged Business Enterprises and Workforce programs.
2. Traffic Design Section (TDS). Under the coordination of the City's Project Manager, PBOT's TDS shall provide services as described below:
 - (a) Assist in resolution of City comments on traffic and jurisdictional design criteria requirements related to supplemental environmental evaluation and preliminary design deliverables.
 - (b) Assist in implementation of City Policy and Transportation Strategy for People Movement through prioritization of modes ensuring that the needs and safety of each group of users are

considered, needs are balanced, land use and system plans are maintained, and policy-based rationale is provided.

- (c) Review and provide comment on State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.
- (d) Review, provide comment, and identify revisions as necessary for all pavement markings, traffic signs, and other work affecting vehicular, transit, bicycle and pedestrian traffic within City right-of-way and as it interfaces with State right-of-way developed as part of the preliminary engineering design. Notify the City's Project Manager of all identified comments and revisions, for the City Project Manager's consolidation in the comment logs and forwarding to State.
- (e) Review, provide comment, and identify revisions, as necessary, to State-prepared analyses for traffic control to be performed as part of the design, and construction efforts.
- (f) Provide assistance as needed for efforts related to truck studies performed by State.
- (g) Provide input into State's development of construction phasing concepts for future incorporation into the CM/GC's construction documents, with specific attention to maintenance of streetcar operations during the construction phase.
- (h) Provide input into the State's development of a cost effective approach for continued Portland Streetcar operation during Project construction.

3. Civil Design Section (CDS). Under the coordination of the City's Project Manager, CDS shall provide services as described below:

- (a) Assist in resolution of City's civil related design issues.
- (b) Assist in the resolution and documentation of all necessary City design exceptions.
- (c) Review, provide comment, and identify revisions, as necessary, to State-prepared civil design deliverables. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (d) Provide necessary staffing and support services to cover the City's involvement in utility coordination and relocation in support of the State-prepared Project design plans.

- (e) Review, provide comment, and identify revisions as necessary to civil improvements and new facilities as part of the State-led Project design. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to the State.

4. Bridges and Structures (BAS) Section. Under the coordination of the City's Project Manager, BAS shall provide services as described below:

- (a) Assist in resolution of City structures design and anticipated construction issues on or impacting City ROW.
- (b) Review, provide comment, and identify revisions to, as necessary, the State-prepared structural design, including the highway cover structures (State will retain ownership of highway cover structures). Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comments, and identify guidance and revisions, as necessary, for State-prepared Project design for structural improvements, modifications and new facilities in the City's ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

5. Signals & Street Lights (SSL). Under the coordination of the City's Project Manager, SSL shall provide services as described below:

- (a) Assign an SSL engineer to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
- (b) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans for traffic signaling devices and other work affecting pedestrian, bicycle, streetcar and bus transit, freight and vehicular traffic in the Project area within City ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans for City street lighting

facilities in the Project area. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

- (d) Review and provide comment to State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.

6. Transportation Policy & Planning Division. Under the coordination of the City's Project Manager, the Transportation Policy & Planning Division shall provide services as described below:

- (a) Assign modal coordinator/point of contact for City work performed under this Agreement for Pedestrian, Bicycle, Transit, accessible (ADA), and Freight and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
- (b) Review, provide comment, and identify revisions, as necessary, to State-prepared project design of multimodal traffic and other design work affecting transit, bicycle, pedestrian, freight and ADA traffic. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Assist in the highway cover scoping to determine roles and responsibilities and timeline for the City's future role in the community framework agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated (see BPS services below as lead).
- (d) Assist in the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment.

7. Construction Inspection & Pavement Management (CON). Under the coordination of the City's Project Manager, CON shall provide services as described below:

- (a) N/A -- No services or work provided by CON in supplemental environmental evaluation phase of work as part of this Agreement.
- (b) Assist with constructability reviews of CM/GC work packages as applicable in EWP or Main Package preliminary design.

8. Right of Way Programs & Permitting (RWPP). Under the coordination of the City's Project Manager, RWPP shall provide services as described below:

- (a) Provide necessary City staffing and support services for the State-led ROW process, including ROW coordination related to City-owned and controlled parcels.
- (b) Any future ROW transfer will be addressed as part of the ROW process and in a separate ROW agreement, as necessary.

9. Streetcar. Under the coordination of the City's Project Manager, PBOT's Streetcar team shall provide services as described below:

- (a) Assist in resolution of City streetcar related design and anticipated construction issues.
- (b) In conjunction with TDS, review, provide comment and identify revisions, as necessary, to State-prepared design plans for streetcar pavement markings, traffic signs, and other work affecting Streetcar operations within City ROW developed as part of the preliminary engineering design phase. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comment, and identify revisions, as necessary, to State-prepared design plans for traffic control. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (d) Provide input into State's development of construction phasing plans for future incorporation into the CM/GC's construction documents.

(ii) Bureau of Environmental Services ("BES")

Under coordination with the City's Project Manager, BES shall provide services as described below:

- 1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to new sewer, stormwater and sewer relocation work and coordinate all work under this Agreement with the City's Project Manager.

2. Assign a single Project Coordinator as the point of contact for all work related to implementation of the City's "Stormwater Management" Manual and identification of relevant guidance for State-prepared design plans.
3. Provide necessary staffing and support services to cover BES's involvement in utility coordination and relocation.
4. Review and provide comments on State-prepared Preliminary Engineering plans for all storm, sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

(iii) Portland Water Bureau ("PWB")

Under the coordination of the City's Project Manager, PWB shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to water facilities , and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Review and provide comments on State-prepared design plans for all water facilities, including identifying where plans do not meet PWB standards. Notify the City's Project Manager of all identified revisions, and PWB Design Exceptions that are required, for City Project Manager's consolidation in the comment logs and forwarding to State.
3. Provide engineering input on State-prepared preliminary engineering of water system relocation, and improvements, included in the Project.

(iv) Bureau of Development Services ("BDS")

Under the coordination of the City's Project Manager, BDS shall provide services as described below:

1. Assign a Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

2. Assist in the identification of all Project elements located outside of City of Portland right-of-way requiring a land use approval or building permit. Provide process management advice for processing of the land use approvals and building permits for the Project elements needing those approvals or permits. Review of these portions of the system shall be conducted according to the requirements of the Oregon State Specialty Building Codes, and National Fire Protection Association (NFPA) standards and requirements in effect at time of applications, and pertinent portions of Portland City Code Titles 10, 11 24, 25, 26, 27, 32, and 33. Review times shall conform to the requirements in the City Code. BDS shall exercise good faith to review Project plans and specifications in a timely manner consistent with the Project schedule. Upon satisfactory completion of this and other reviews required by this Agreement, BDS shall issue necessary construction permit(s).
3. Provide process management advice to State on design, environmental, historic, design reviews and other land use actions as required. Assign a process manager for permits and a senior planner for the land use reviews. These individuals will assist and work with PBOT and State to streamline the approval processes.
4. Representing the City, BDS will be a member of the Authority Having Jurisdiction (AHJ) as identified in NFPA 502 to support the review and approval of the State-prepared Project Fire, Life, Safety design for the highway cover structure.
5. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.
6. Participate in meetings and processes associated with the scoping for the future Community Framework Agreement process.
7. Assist in resolving and finalizing the development agreement(s) as needed for future greenway or Green Loop connectors.

(v) Bureau of Parks and Recreation ("Parks")

Under the coordination of the City's Project Manager, Parks' planning and capital projects development, and forestry section shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to City-owned park and recreation facilities, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

2. Review and provide input on State-prepared Project design plans for street trees and landscaping in City ROW per City Code Title 11. Services to monitor existing street tree removals, new street tree installations, and landscaping installation in City ROW are not part of this Agreement and will be addressed in a future construction-phase agreement.
3. Review and comment on State-prepared Project design plan documents for improvements affecting City Parks' properties in the Project area.
4. Review State-prepared Project design plan documents for consistency and coordination with planned and existing trail locations and connections.
5. Coordinate with BDS Planning and Zoning on any required permits or land use reviews.
6. Assist in resolving and finalizing the development agreement(s) needed for future greenway connectors.
7. Coordinate with the design-build Bridge contractor to complete any necessary Non-Park Use Permit (NPUP) process and trail diversion or detour plans as needed.
8. Assist in the development of a range of development concepts/scenarios (e.g. open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment.

(vi) Bureau of Planning and Sustainability ("BPS")

Under the coordination of the City's Project Manager, Bureau of Planning and Sustainability shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Lead the scoping process, in coordination with the State and other city bureau partners, to determine roles and responsibilities and timeline for the City's future role in the Community Framework Agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated. This includes a community-wide engagement strategy that will review the community visioning process and framework agreement from the Independent Highway Cover Assessment. This also includes a conceptual road map that looks at existing and proposed land uses, infrastructure needs,

potential zoning code amendments and design guidelines for the new land created by the Project. This work will be done in partnership with the State, community, and other stakeholders.

3. Assist in the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses, etc.) considering elements identified in the community visioning process during the Independent Highway Cover Assessment.
4. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.
5. Assist in the development of an arts program for the Project in collaboration with the community and other local partners.
6. Review updated State-prepared Project design plan documents for consistency and coordination with the planning for the Central City 2035 and Facility Plan. Identify any potential changes to zoning codes, urban design plans, and district plans.
7. Provide technical planning assistance on State-prepared Project design deliverables and City permitting requirements associated with:
 - Rose Quarter Transit Center
 - Willamette River Greenway / Eastside Esplanade
 - Bicycle and pedestrian access
 - Public art
 - Greenway and Green Loop connections
 - City of Portland review process

City/State
Agreement No.

Exhibit D

City Staffing Plan and Total Authorized Amount

	Environmental	EWP 30,60,90%	Main Package PE 30%	Scope Hwy Cover/ Community Framework	TOTAL
PBOT	\$ 351,160	\$ 797,852	\$ 1,814,789	\$ 125,666	\$ 3,089,467
BES	\$ 29,348	\$ 100,477	\$ 55,688		\$ 185,513
PWB	\$ 30,021	\$ 97,849	\$ 57,231		\$ 185,101
BDS	\$ 45,720	\$ 153,540	\$ 185,040		\$ 384,300
BPS	\$ 44,708	\$ 9,630	\$ 262,566	\$ 230,039	\$ 546,943
Parks	\$ 30,507	\$ 28,317	\$ 36,734		\$ 95,557
Subtotal by phase	\$ 531,464	\$ 1,187,666	\$ 2,412,047	\$ 355,705	\$ 4,486,882
Subtotal January 1, 2019 - July 5, 2020					\$ 489,438
Total Amount Authorized					\$ 4,976,320

Hours and subtotal by phase item budgets identified in **Exhibit D** are estimates; however, City shall not exceed the estimated amount for each subtotal by phase without seeking prior written approval from State authorizing the additional work.

Under no circumstances shall State's payment obligations under this Agreement exceed the identified Total Amount Authorized in **Exhibit D**.

City's hourly rates for Services provided by city staff shall not exceed \$200 per hour.