

# Exhibit A

## **INTERGOVERNMENTAL AGREEMENT**

### **Road Reconfiguration on NE 102<sup>nd</sup> Avenue**

This Intergovernmental Agreement ("Agreement") is being made by and between the City of Portland Bureau of Transportation (PBOT) and the City of Maywood Park, Oregon.

#### ***I. PURPOSE***

This Agreement establishes the rights and obligations of the parties entering into this agreement.

#### ***II. MISSION***

PBOT seeks to partner with the City of Maywood Park to improve safety for all users of NE 102<sup>nd</sup> Avenue.

#### ***III. THE CITY OF MAYWOOD PARK OBLIGATIONS***

The City of Maywood Park agrees to:

- Allow PBOT and its contractors to improve the crossings across NE 102<sup>nd</sup> Avenue at NE Shaver Street and NE Beech Street by marking the crossings, installing pedestrian refuge islands, installing painted curb extensions where appropriate, installing street lighting where feasible and appropriate, and upgrading curb ramps or installing new curb ramps to ensure compliance with ADA standards. This work will not include installation of beacons or signals. This will include work in City of Maywood Park right-of-way.
- Allow PBOT and its contractors to build a bus platform at the northwest corner of the intersection of NE 102<sup>nd</sup> Avenue and NE Maywood Place including reconstruction of the existing curb ramp and ADA compliant placement of the pedestrian push button.
  - o The bus platform will be a concrete sidewalk extension occupying between 15 and 19 feet of the westernmost right-of-way on NE 102<sup>nd</sup> Avenue.
  - o The bus platform will extend no more than 100 feet north of the northwest corner of NE 102<sup>nd</sup> Avenue and NE Maywood Place.
  - o The bus platform will include a curb extension extending four to eight feet into NE Maywood Place.
- Allow PBOT and its contractors to install a left turn bicycle box and loop detector at the intersection of NE Maywood Place and NE 102<sup>nd</sup> Avenue in the eastbound lane of NE Maywood Place in City of Maywood Park right-of-way.

- Allow PBOT and its contractors to install a pilot buffered bicycle lane and install associated signage, markings, and delineators as necessary on the southbound west side of NE 102<sup>nd</sup> Avenue between NE Prescott Street and NE Maywood Place. Details of the pilot are further explained under PBOT obligations. Adding this bicycle lane involves replacing a southbound vehicle travel lane. This southbound portion of the roadway is on City of Maywood Park right-of-way.
  - o Allow PBOT and its contractors to shift the buffered bicycle lane into the area currently used for on-street parking partway between NE Beech Street and NE Maywood Place to accommodate two vehicle lanes approaching the intersection of NE 102<sup>nd</sup> Avenue and NE Maywood Place in the southbound direction.
  - o Allow PBOT and its contractors to route the bicycle lane over the bus platform that will be built on the northwest corner of the intersections of NE 102<sup>nd</sup> Avenue and NE Maywood Place.
- Allow PBOT and its contractors to provide ongoing maintenance of the new buffered bicycle lanes and crossings, including the pedestrian refuge islands, painted curb extensions, and all associated markings found in the City of Maywood Park right-of-way.
- Continue to maintain the sidewalk, signage and curb ramps on City of Maywood Park right-of-way on the west side of NE 102<sup>nd</sup> Avenue between NE Maywood Place and NE Prescott Street.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

The City of Portland agrees to:

- Improve the crossings across NE 102<sup>nd</sup> Ave at NE Shaver Street and NE Beech Street by marking the crossings, installing pedestrian refuge islands, installing painted curb extensions where appropriate, install street lighting where feasible and appropriate, and upgrading curb ramps or installing new curb ramps to ensure compliance with ADA standards. This work will not include installation of beacons or signals. This will include work in City of Maywood Park right-of-way.
- Build a bus platform at the northwest corner of the intersection of NE 102<sup>nd</sup> Avenue and NE Maywood Place including reconstruction of the existing curb ramp and ADA compliant placement of the pedestrian push button.
  - o The bus platform will be a concrete sidewalk extension occupying between 15 and 19 feet of the westernmost right-of-way on NE 102<sup>nd</sup> Avenue.
  - o The bus platform will extend no more than 100 feet north of the northwest corner of NE 102<sup>nd</sup> Avenue and NE Maywood Place.

- The bus platform will include a curb extension extending four to eight feet into NE Maywood Place.
- Install a left turn bicycle box and loop detector at the intersection of NE Maywood Place and NE 102<sup>nd</sup> Avenue in the eastbound lane of NE Maywood Place in Maywood Park right-of-way.
- Install a pilot buffered bicycle lane and install associated signage, markings, and delineators as necessary on the southbound west side of NE 102<sup>nd</sup> Avenue between NE Prescott Street and NE Maywood Place. Details of the pilot are further explained under PBOT obligations. Adding this bicycle lane involves replacing a southbound vehicle travel lane. This southbound portion of the roadway is in City of Maywood Park right-of-way.
  - Shift the buffered bicycle lane into the area currently used for on-street parking partway between NE Beech Street and NE Maywood Place to accommodate two vehicle lanes approaching the intersection of NE 102<sup>nd</sup> Avenue and NE Maywood Place in the southbound direction.
  - Route the bicycle lane over the bus platform that will be built on the northwest corner of the intersections of NE 102<sup>nd</sup> Avenue and NE Maywood Place.
- Implement and evaluate the pilot project in accordance with the following details:
  - The pilot will be implemented in the spring of 2019, and evaluated in the fall of 2019, or several months after the pilot is implemented.
  - PBOT will use traffic count data that was collected on all City of Maywood Park streets between September and November 2018 to establish a baseline of average daily traffic volume and peak hour, peak direction traffic volume, attached to this Agreement as Appendix A.
    - PBOT will collect further traffic count data on some City of Maywood Park streets in the spring of 2019 before implementation of the pilot project.
    - Where data is collected both in the fall 2018 and the spring 2019, PBOT will average the two counts to establish baseline average daily traffic volume and peak hour, peak direction traffic volume.
  - PBOT will use the NE 102<sup>nd</sup> Avenue Pilot Evaluation Guide to evaluate the entire NE 102<sup>nd</sup> Avenue Safety Project, including safety and operations on NE 102<sup>nd</sup> Avenue from NE Weidler Street to NE Sandy Boulevard and nearby neighborhood streets to determine next steps.
  - PBOT will initiate intervention and mitigation if one of the following is true in the City of Maywood Park:
    - Average daily traffic volume on any measured street in the City of Maywood park doubles compared with baseline data.
    - Peak hour, peak direction traffic volume on any measured street in the City of Maywood Park

- Is greater than 30 cars per hour, and
    - Increases by 50% or more compared with baseline data.
  - If one of the evaluation thresholds above is met, specific mitigation measures will be determined on the identified street(s) by PBOT, the City of Maywood Park, and residents living on the affected street(s). A non-exhaustive list of examples of possible interventions can be found in Appendix C of the 2015 Neighborhood Greenways Assessment Report published by PBOT, attached to this Agreement as Appendix B.
  - PBOT will reevaluate a street on which a mitigation measure has been implemented several months after implementation to ensure the volumes meet the specified thresholds.
  - PBOT is not responsible for further maintenance of mitigation infrastructure after such infrastructure has been installed.
  - The NE 102<sup>nd</sup> Avenue Safety Project will reserve 20% of its budget for contingency. Contingency can be used for a variety of purposes, including implementing mitigation as needed.
  - One-quarter of the project contingency, or 5% of the total project budget, will be reserved as a contingency for mitigation strategies in the City of Maywood Park, if mitigation is required as outlined above. If contingency needs for mitigation strategies in the City of Maywood Park exceeds 5% of the project budget, the remaining contingency reserve (20% for the project budget) is available for use in the City of Maywood Park. The purpose of this section is to clarify that 5% of the total project budget is reserved solely for mitigation strategies in the City of Maywood Park. If mitigation in the City of Maywood Park is not required, these funds can be used for other project contingency needs.
- Provide ongoing maintenance of the new striping, delineators, crossings, pedestrian refuge islands, and painted curb extensions including in the City of Maywood Park right-of-way.
  - Notify the City of Maywood Park should there be substantial delays or changes to the project.

V. **GENERAL PROVISIONS**

1. Term and Termination. This Agreement becomes effective on date of last signatory. Unless earlier terminated as provided below, the Agreement shall continue for two years from the effective date.
2. Early Termination of Agreement
  - a. The City of Portland Bureau of Transportation and the City of Maywood Park may terminate this Agreement at any time by their written agreement.
  - b. Upon providing 30 days' written notice to the other party, either party may terminate this Agreement.
3. Controlling Law: Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Multnomah County, Oregon.
4. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument.
5. Waiver: Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of the Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
6. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
7. Notices. Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U.S. Mail Certified return receipt. Hand delivered or transmitted by facsimile with successful confirmation.



**I HAVE READ THIS AGREEMENT, AND I CERTIFY THAT I HAVE THE  
AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF  
THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CITY OF PORTLAND  
BUREAU OF TRANSPORTATION**

Chris Warner  
Director  
Portland Bureau of Transportation

---

Signature

---

Date

**CITY OF MAYWOOD PARK**

Matthew Castor  
Mayor  
City of Maywood Park

---

Signature

---

Date

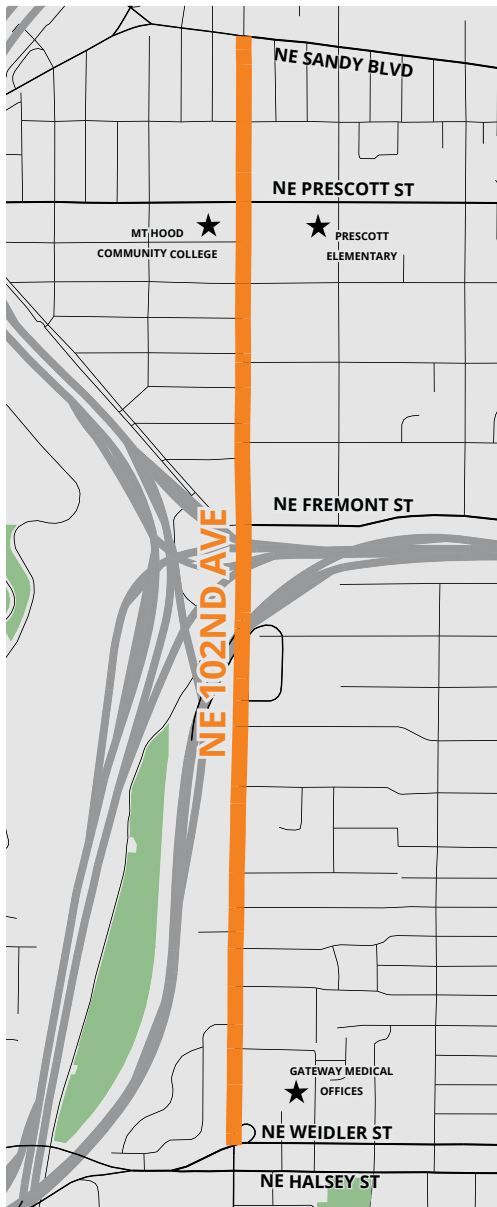
## Appendix A: Traffic Volumes in the City of Maywood Park

*All counts were conducted between September 25<sup>th</sup> and November 1<sup>st</sup> 2018.*

Street	Average Daily Traffic (ADT) Volume	Peak Hour Traffic Volume EB or NB	Peak Hour Traffic Volume WB or SB	Peak Hour Peak Direction Threshold
South of NE Prescott St				
NE 96 <sup>th</sup> Ave	347	20	28	42
NE 99 <sup>th</sup> Ave	326	27	33	50
West of NE 102 <sup>nd</sup> Ave				
NE Campaign St	193	15	12	30
NE Skidmore St	323	22	17	33
NE Mason St	206	14	10	30
NE Shaver St	162	11	9	30
NE Failing St	142	10	7	30
NE Alton St	90	7	6	30
NE Beech St	87	6	6	30
South of NE Failing St				
NE Maywood Pl	327	29	15	44

# NE 102nd AVE SAFETY PROJECT

Winter 2019



**NE 102nd Ave** is a high crash corridor, with many traffic crashes especially for people walking. Students young and old cross the street to access Prescott Elementary School and Mt Hood Community College while people frequently drive about 40 mph.

**The NE 102nd Ave Safety Project** is exploring ways to improve safety for all people walking, biking, taking transit, and driving, on NE 102nd Ave between Weidler and Sandy. Some current proposals include:

- Shorter crossing distances by removing a vehicle lane in each direction.
- Enhanced crossings with a pedestrian island at four to six locations along the corridor.
- Reducing speeds by lowering the speed limit to 30 MPH and designing the road for slower travel.
- Buffered bike lanes.
- Special attention to the Fremont and Prescott intersections to address congestion bottlenecks.

## Expected outcomes

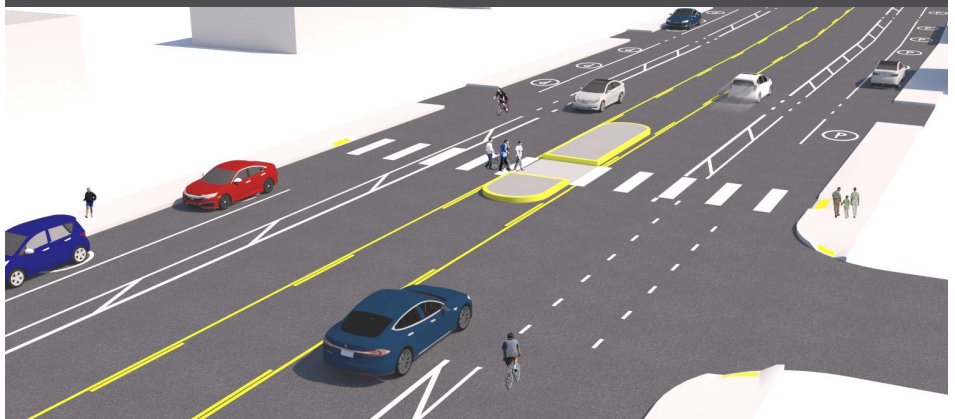
- Fewer crashes, especially involving people walking and biking.
- Slower speeds.
- Minimal additional delay at Fremont or Prescott during the PM peak, depending on final design decisions.

PBOT is committed to providing meaningful access. For accommodations, modifications, translation, interpretation or other services, please contact 503-823-5185.

**PBOT**  
PORTLAND BUREAU OF TRANSPORTATION



*Example of what NE 102nd Ave could look like after implementation.*





# NE 102nd AVE SAFETY PROJECT

## Current efforts

PBOT is working on a number of fronts to keep this project moving forward.

- Analyzing impact of different designs to optimize safety and minimize traffic impacts
- Collaborating with project partners such as Maywood Park, Neighborhood Associations, and the Oregon Department of Transportation (ODOT).
- Collecting and responding to input from people who live in the community.

## Next Steps

The designs showcased at the January 2019 open house reflect discussions with the community and analysis of existing conditions and traffic models.

This spring, PBOT will build a pilot. The pilot will allow people who live in the neighborhood to see how the new facilities function and respond to what works well and what doesn't. PBOT will collect data on project impacts during this time.

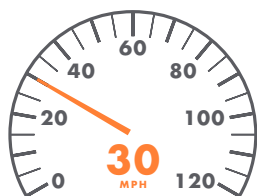
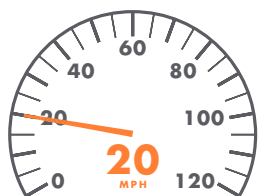
Pilot evaluation and final implementation designs will happen in fall 2019.

## Share your ideas:

**Contact:** Clay Veka • 503-823-4998 • [Clay.Veka@portlandoregon.gov](mailto:Clay.Veka@portlandoregon.gov)

**For more information and to fill out the online survey:**

<https://www.portlandoregon.gov/transportation/NE102nd>



## DEATH DUE TO SPEED

U.S. DEPARTMENT OF TRANSPORTATION, LITERATURE REVIEWED ON VEHICLE TRAVEL SPEEDS AND PEDESTRIAN INJURIES. MARCH 2000.  
[WWW.NHTSA.GOV/ABOUT/NHTSA/TRAFFIC+TECHS/CURRENT/LITERATURE+REVIEWED+ON+VEHICLE+TRAVEL+SPEEDS+AND+PEDESTRIAN+INJURIES](http://WWW.NHTSA.GOV/ABOUT/NHTSA/TRAFFIC+TECHS/CURRENT/LITERATURE+REVIEWED+ON+VEHICLE+TRAVEL+SPEEDS+AND+PEDESTRIAN+INJURIES)

## TIMELINE

**Crash + Traffic Data Collection + Analysis**

Winter - Fall 2018

**Community Discussion and Input**

Spring 2018 - Winter 2019

**Design Development**

Fall 2018 + Winter 2019

**Pilot Implementation**

Spring 2019

**Pilot Evaluation + Permanent Design**

Fall 2019