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# 191234

Emergency Ordinance

## \*Amend Intergovernmental Agreement for Earthquake Ready Burnside Bridge Project between Multnomah County and the City for Final Design services (amend Contract 30007280)

Passed

The City of Portland ordains:

Section 1. The Council finds:

1. On or about December 19, 2019, the Parties entered into an Intergovernmental Agreement between the City and the County (City Agreement No. 30007280 and County Agreement No. DCS-IGA-E-12147-2020) for tasks necessary to conduct a public planning process required under the National Environmental Policy Act (NEPA) rules (hereafter, NEPA Process) with respect to the proposed Project.
2. On or about November 2, 2020, the Metro 2020 Get Moving Transportation Regional Investment Measure (RIM) was not supported by voters and failed. The RIM would have provided \$150M in construction funding for the Project. Without this funding, the County conducted a process in coordination with City staff to analyze cost reduction options to reduce costs of the overall Project. The cost reduction process added 12 months to the Project schedule and the cost reduction options changed the scope of the Project, resulting in the need for the County to produce and issue a Supplemental Draft Environmental Impact Statement (SDEIS). Development and review of the SDEIS required additional time and resources from City staff that were not included in the original Agreement. Accordingly, the Parties amended the Agreement to include additional Party responsibilities and additional compensation for additional City staff time and resources necessary for completion of the development and review of the SDEIS.
3. On December 16, 2021, City Council approved Ordinance No. 190651 authorizing execution of an amendment to the original Intergovernmental Agreement (IGA) for additional time and resources for completion of the development and review of the Supplemental

Introduced by

[Commissioner Mingus Mapps](#)

Bureau

[Transportation](#)

Contact

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Engineer II

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Requested Agenda Type

Time Certain

Date and Time Information

**Requested Council Date**

April 12, 2023

**Requested Start Time**

10:05 am

**Time Requested**

30 minutes

Draft Environmental Impact Statement (SDEIS).

4. Multnomah County anticipates completing the Final Environmental Impact Statement in 2023 and is expected to enter final design in summer 2023. Construction is expected to start as early as 2025 should the remaining funds needed for the Project be secured. See Exhibit A for the overall Project schedule.
5. The City has a duty to the general public to provide safe and convenient streets to the public, and the County has a duty to operate and maintain the Willamette River Bridges, including the Burnside Bridge, pursuant to ORS 382.305 and 382.310. It is in both the City and the County's interests to minimize unnecessary financial burdens for both Parties related to the shared use and juxtaposition of jurisdictional authority.
6. The City and County now desire to express in writing their cooperative roles in the final design phase for the Project through this Second Amendment.
7. The Bureau's level of confidence in the cost estimates for this project in this phase is high. It is typical of major transportation projects to require amendments to staff services agreements between the parties. The County and City will enter into separate agreements or an amendment to this agreement in the future to engage City services regarding future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.
8. The PBOT project number is T00890. The grant number is TR000281.

NOW, THEREFORE, the Council directs:

- A. That the Commissioner-in-Charge is hereby authorized to execute Amendment 2 which Amends and Restates the Agreement with Multnomah County in the amount of \$3,055,362 (Three Million Fifty-five Thousand and Three Hundred and Sixty-two Dollars) to reimburse the City for its costs in performing tasks as outlined in a form substantially similar to that attached as Exhibit A and, by reference, made a part hereof.
- B. The Commissioner-in-Charge is authorized to execute amendments, approved as to form by the City Attorney, to the scope of services or the terms and conditions of this Agreement, provided the changes do not increase the City's financial risk by twenty percent (20%) or greater.
- C. Based on terms of agreement within Exhibit A, The City of Portland asserts its right to continue to comment on and participate in all major decisions in furtherance of the policies and objectives outlined in Exhibit A.

D. The Office of Management and Finance Grants Office is authorized to perform all administrative matters in relation to the grant application, grant agreement or amendments, requests for reimbursement from the grantor, and to submit required online grant documents on the Commissioner-in-Charge's behalf.

Section 2. The Council declares that an emergency exists because the existing Intergovernmental Agreement has expired Intergovernmental Agreement needs to be executed in order for The City to immediately engage on the work underway and to receive reimbursement from Multnomah County in a timely manner; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

## Documents and Exhibits

 [Exhibit A](#) 2.16 MB

An ordinance when passed by the Council shall be signed by the Auditor. It shall be carefully filed and preserved in the custody of the Auditor (City Charter Chapter 2 Article 1 Section 2-122)

Passed by Council  
April 12, 2023

Auditor of the City of Portland  
Simone Rede

## Impact Statement

### Purpose of Proposed Legislation and Background Information

- This ordinance will authorize a Second Amendment to the Intergovernmental Agreement (IGA) with Multnomah County for staffing services for the Earthquake Ready Burnside Bridge (EQRB) project (Contract Number 30007280) for the final design phase of the project.
- The City will provide services to the County regarding County's work on City facilities and any modifications to the County's system that impact City facilities and the IGA agreement lays out the terms of the collaboration.
- This IGA will facilitate reimbursement for the City's involvement as of the effective date of the agreement, as well as allow the City to recuperate costs incurred from January 2023 – April 2023 or the date the agreement is authorized. The total amount authorized is not to exceed \$3,055,362 from the execution date to April 30, 2026.

## Financial and Budgetary Impacts

- All services to be provided for the Project are to be reimbursed by Multnomah County via terms of the IGA.
- The County has financial responsibility to design and deliver the Project and has approved the total amount authorized for services under this IGA to not to exceed \$3,055,362 from the execution date to April 30, 2026.
- The project cost code is T00890 and should be set-up to track per phase for the final design phase.
- City staff services budget (total \$3,055,362) was determined based on the information provided by the County and associated requested tasks. The Scope of work is provided in Exhibit C of the IGA.
- PBOT Major Projects & Partnerships will act as the lead City agency in carrying out the City's obligations and working with Bureau liaison and project management leads of each partner agency.
- The City and State agree that the City Staff Plan may be modified to include the service needs during final design phase of the Project and as may be necessary.
- This IGA is for final design engineering only. It is typical of major transportation projects to require amendments to staff services agreements between the parties. The County and City will enter into separate agreements or an amendment to this agreement in the future to engage City services regarding City future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.
- PBOT costs for this project will be posted to Capital Project T00890 and should be set-up to track per phase (planning/environmental phase, design, construction). Partner Bureau costs must be posted to Bureau specific cost object and billed via OMF City Grants Office.
- The grant number for this project will be TR000281.
- All services provided to be covered by this agreement terms and submitted for reimbursement from total amount authorized by this IGA.
- There is no additional funding requested.

## Community Impacts and Community Involvement

Public engagement activities, led by Multnomah County with support from all of the project partners, included numerous input opportunities in Downtown and inner Southeast Portland. Multiple agency and community partners helped to shape and implement a variety of outreach activities that included:

- Produced multiple fact sheets, email newsletters and regularly updated information on the project web site
- Held 8 diverse community discussion groups
- Received over 1,500 responses to the online survey

- Delivered briefings to nearly 500 recipients
- Provided 6 Language translations of online open house

## 100% Renewable Goal

It has not been assessed or determined how the action items in the EQRB SDEIS will contribute to the City's goal of meeting 100 percent of community-wide energy needs with renewable energy by 2050.

There is potential that the EQRB Project will decrease the City's total energy use by improving walking and biking facilities on the bridge.

## Agenda Items

### 276 Time Certain in [April 12, 2023 Council Agenda](#)

Passed

Commissioner Dan Ryan Yea

Commissioner Rene Gonzalez Yea

Commissioner Mingus Mapps Yea

Commissioner Carmen Rubio Absent

Mayor Ted Wheeler Yea