

**INTERGOVERNMENTAL AGREEMENT**  
**I-5 and I-205: Regional Mobility Pricing**  
**Transportation Analysis Methodology, Evaluation, and Coordination**  
**Key Number - 21371**

**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. This agreement is meant to demonstrate the Parties' strong and continuing commitment to cooperative and effective partnerships with each other to advance environmental planning and design processes for the Regional Mobility Pricing Project.
2. The Regional Mobility Pricing Project aims to use congestion pricing to reduce traffic congestion on I-5 and I-205 in the Portland metropolitan area in a manner that will generate revenue for transportation system investments. Traffic costs us – delays due to highway traffic jams were estimated to cost the Portland metropolitan area \$1.2 million a day in lost time.

Congestion pricing in combination with other solutions are needed because:

- Traffic is impacting our quality of life and economy.
  - Existing funding sources aren't keeping up with transportation needs for modernization and maintenance.
  - Traffic leads to more emissions and contributes to climate change.
  - The region is lacking good transportation choices such as buses, light rail, bike and walking paths, and services.
  - Our transportation system has caused negative impacts to marginalized communities, contributing to inequities.
3. Variable rate tolling, also known as congestion pricing or value pricing, is a type of user fee in which a higher price is set for driving on a road when demand is greater, usually in the morning and evening rush hours. One goal is to reduce congestion by encouraging people to travel at less congested times or by other modes, and to provide a more reliable travel time for paying users. Another goal is to raise revenue to pay for the existing system and new transportation investments.

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4. Once implemented, congestion pricing can create the following benefits:
  - Improve travel time and increases travel predictability, safety, and efficiency.
  - Reduce greenhouse gas emissions, vehicle miles traveled, and fuel consumption.
  - Establish a new, sustainable funding source through a user fee.
  - Support enhanced transportation equity and mobility.
5. Congestion pricing is a key tool in ODOT's overall urban mobility strategy to reduce traffic jams and provide safer and more predictable trips for travelers on I-5 and I-205 in the Portland, Oregon metropolitan area. Two other toll projects are proposed in the Portland metropolitan area.
  - The I-205 Toll Project would implement variable-rate tolling to manage congestion and raise the revenue needed to add a missing third lane and provide seismic improvements to bridges on I-205 from Stafford Road to OR 213 and toll the Abernethy and Tualatin River Bridges. The Environmental Assessment for the I-205 Toll Project will be available for public review and comment in early 2023. Together, the I-205 Toll Project and the I-205 improvements will reduce congestion to give travelers a better and more reliable trip. Construction is underway on the first phase of the I-205 Improvements Project to make the Abernethy Bridge the first earthquake-ready highway bridge across the Willamette River.
  - The Interstate Bridge Replacement Program assumes the new bridge will be tolled to support multimodal construction costs and improved operations and access and in support of each state's climate goals. The Interstate 5 Bridge is a critical connection between Oregon and Washington, supports local jobs, and is vital for regional, national, and international economies.
6. People experiencing low incomes may be more heavily impacted by tolls than others. They often have less flexibility with travel times and may not have access to other transportation options. To respond to this concern, the Oregon Transportation Commission (Commission) and the Oregon Legislature directed the Oregon Department of Transportation (ODOT) to identify equitable solutions for people who are less able to pay a toll. ODOT established and worked with the Equity and Mobility Advisory Committee (EMAC) to develop the Oregon Toll Program Equity Framework and identify policies to ensure equity is being considered in all aspects of the program. ODOT is developing a Low-income Toll Program that will include input from the Statewide Toll Rulemaking Advisory Committee, the Equity and Mobility Advisory Committee, statewide stakeholders,

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and the public will inform the Commission's final decisions on key elements of a Low-Income Toll Program (program).

7. Oregon House Bill 2017 from the 2017 Legislative session directed the Oregon Transportation Commission (OTC) to seek approval from the Federal Highway Administration (FHWA) by December 2018 to implement variable rate tolls on the I-5 and I-205 corridors, from the Washington state line to their intersection in Oregon. Based on the Value Pricing Feasibility Analysis, which was completed in 2018, OTC sought and received that approval and is now required, per the legislation, to implement variable rate tolls. In 2021, the Oregon Legislature further clarified this direction through passage of HB 3055.
8. OTC and the Oregon Department of Transportation (ODOT) are now moving forward with variable rate pricing on I-5 and I-205. Completion of the federal environmental review process and a cooperative agreement with FHWA/USDOT must occur before tolls may be collected. In parallel, the Oregon Highway Plan and Oregon Administrative Rules, as state implementing policies, will be amended by OTC to provide guidance for local project planning and establishment of toll rates. In addition, the Regional Transportation Plan is being updated by Metro, as the designated metropolitan planning organization, and will reflect regional priorities related to congestion pricing.
9. 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.
10. The State desires to engage the City's services necessary to review, provide comment on, and identify revisions to environmental planning and review and preliminary design deliverables and to participate in stakeholder committees and work groups. The City of Portland's partnership is crucial to ensure a successful project and that the interests of the City of Portland are represented. The City will support timely delivery of project milestones and assist in expediting project schedule where possible and necessary.

**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 has initiated the National Environmental Policy Act (NEPA) process for the I-5 and I-205: Regional Mobility Pricing project, hereinafter referred to as the "Project." As part of the Project, City will perform a variety of services to support Project development during the NEPA and pre-implementation phases, hereinafter referred to as "Services," that are summarized in Recitals Paragraph 7 and set

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forth in in greater detail in **Exhibit B**, attached hereto and by this reference made a part hereof.

2. The estimate for the cost of City's Services on the Project is \$2,037,800. The State agrees to reimburse the City's actual direct and related indirect costs of the Project in an amount not exceed \$2,037,800. If City Services are anticipated to exceed the that amount, the City will notify State in writing with the cost estimate to complete the Services and the City will not exceed the Total Amount Authorized until State approves in writing and this Agreement is amended to increase the Total Amount Authorized.
3. State and City shall work together to engage the community throughout the NEPA process, including inclusive engagement of community-based organizations and community stakeholders, and collectively utilize the community input to inform concept selection. State will lead the Project's community engagement and public outreach, including ongoing coordination and meetings with the Regional Toll Advisory Committee (RTAC) and technical work groups including the Regional Modeling Group, Transit/Multimodal Working Group, Participating Agencies, and other internal Project work groups with support from the City, as further described in Exhibit A.
4. 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 A for the State's Project schedule and governance structure.
5. 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"):
  - Refer the dispute to the City Project Manager and State's Deputy Project Director, who shall make a good faith effort to resolve it.
  - 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.
  - If unresolved, refer it to the City's Portland Bureau of Transportation (PBOT) Director or designee and to Urban Mobility Office Director or designee for resolution.
  - If unresolved, refer it to the City's Commissioner-in-Charge of Transportation and State's Director or designee for resolution.

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- If any of the issues or disputes relating to facilities owned and maintained by City bureaus other than PBOT, the corresponding PBOT Project Manager, Bureau Director, and/or Commissioner-in-Charge will participate in resolving the issue with City's Project Manager in a liaison role.
6. The State shall have responsibility for initiating and accomplishing the preliminary design for the Project. It is understood, however, that the accomplishment of this product will require collaborative efforts of both Parties and State and the City agree to utilize their best efforts to this end.
  7. This Agreement becomes effective on the last date all required signatures are obtained (Execution Date) and terminates on January 31, 2026.

### CITY OBLIGATIONS

1. City shall complete the Services listed in **Exhibit B**, using the City staffing plan, which is attached hereto and incorporated herein by this reference.
2. City's Project Manager for this Project is Caitlin Reff, Major Projects, and Partnerships Manager, 1120 SW 5th Avenue, Suite 1800, Portland, OR 97204, 503-823-6951, Caitlin.Reff@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 team meetings, including but not limited to the Transit Multimodal Working Group, RMPP Regional Modeling Group, and other committees as needed, and provide timely review of Project documents 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. ODOT anticipates that PBOT will provide collaborative review and development support of the methodology and assumptions for the Transportation Technical Report (TTR) for the RMPP Environmental Assessment. This will include coordination around the performance measures, evaluation tools, data sources, modeling assumptions (including future projects) that will be used in the analysis as well as review of existing conditions analysis. PBOT will be requested to review draft memos and reports and provide guidance or recommendations to the project team in advance of technical analysis performed for the TTR. This work is further described in Exhibit B.
5. For NEPA analysis, toll rate assumptions will be incorporated into the transportation analysis. A rate schedule will be used to reduce congestion and minimize diversion. Analysis will be conducted to assess impacts to vehicle miles traveled and greenhouse gas emissions.

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6. The Statewide Toll Rulemaking Advisory Committee (STRAC) will provide input and help determine Oregon Administrative Rules, including how toll rates are set and adjusted. The STRAC will provide input to ODOT, and OTC will make final decisions on rules and toll rates. The OTC is expected to set rates about six months before tolling begins. The STRAC is outside the scope of this IGA.
7. City's Project Manager, or other appropriate City staff will actively participate in meetings and workshops to identify locations that may need to be mitigated and develop potential mitigation strategies as well as identify complementary projects to ensure the Regional Mobility Pricing project is successful with managing congestion, reducing carbon emissions and creating a safer and more equitable transportation system.
8. City's Project Manager, or other appropriate City staff, will inform development of the Low-Income Toll Program and the Public Transportation Strategy by reviewing draft materials and participating in relevant meetings.
9. 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 and 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.
10. City Project Manager will be responsible for identifying opportunities for giving 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.
11. City Project Manager, or other appropriate City staff, shall coordinate with the State and elected City officials that sit on regional committees and councils, including the Joint Policy Advisory Committee on Transportation (JPACT), Transportation Policy Alternatives Committee (TPAC), and Metro Council. This will include advance coordination with State Program Manager or other designee prior to these meetings to raise issues in advance.
12. 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](mailto:UMOcontractinvoices@odot.oregon.gov), with a copy to the State's Project Director at [Mandy.Putney@odot.oregon.gov](mailto:Mandy.Putney@odot.oregon.gov) and the State's Transportation Project Manager Bret Richards at [Bret.n.Richards@odot.oregon.gov](mailto:Bret.n.Richards@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 identified in Exhibit B for which reimbursement is claimed.

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13. City shall not enter any subcontracts for any of the work under this Agreement without obtaining prior written approval from State.
14. 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.
15. 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.
16. 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 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.
17. 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.
18. 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 any time at its election assume its own defense and



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settlement if 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.

19. 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.
20. City certifies and represents that the individual signing this Agreement has been authorized to enter 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

1. State shall manage, schedule, and facilitate work group meetings for State and City to collaborate and develop assumptions for transportation analysis as further laid out in **Exhibit A**.
2. The outcomes of the transportation analysis and modeling are expected to call for analysis of transportation conditions and potential impacts over a large geography (Area of Potential Impact). PBOT and ODOT will collaborate to consider strategies to address potential impacts of diversion away from tolled highways; including where rerouted vehicle trips could result in volume increases on other roadways to the extent that operations or safety is impacted. An array of mitigation strategies may be considered beyond traditional identification of capacity projects to support motor vehicle operations, potentially including programmatic strategies targeted to specific corridors or desired project outcomes (e.g., equity, safety, demand management, multimodal travel options). Under NEPA, the State is responsible for mitigation strategies identified in the revised Environmental Assessment.
3. The Regional Public Transportation Strategy will complement strategies to address the potential impacts of diversion. PBOT and ODOT will collaborate to advance the Regional Public Transportation Strategy and including planning for transit improvements. ODOT has convened a Public Transportation Strategy as a complementary document to RMPP.
4. As the State develops analysis methods and mitigation strategies, the State will share these materials for collaborative feedback with the PBOT team. PBOT will identify a lead point-of-contact who can speak on behalf of the agency and facilitate



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review of materials, as needed, with technical and subject matter experts within PBOT (e.g., travel demand modeling, traffic engineering, safety, etc.)

5. State shall submit to the City copies of preliminary engineering design documents available during the IGA time period for City to review and comment at the relevant 30%, 60% and 90% stages, utilizing the City's civil design checklist, for each preliminary design work package and participate in other Project coordination as further laid out in Exhibit B. Under the American With Disabilities Act, ODOT is committed to complying with the following:
  - Agency shall utilize ODOT standards to assess and 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 and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.
  - Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency 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.
6. 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 as appropriate.
7. State shall continue to manage the Project governance structure, as further laid out in Exhibit A, to promote diverse representation of community members, community-based organizations, businesses, and institutions to share in Project concept development.
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 \$2,037,800 (the Total Amount Authorized, as identified in Exhibit C). 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 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.

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10. State's contact for this Agreement is the State Project Director, Mandy Putney, 123 NW Flanders Street, Portland, OR 97209, 503-720-4843, mandy.putney@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:
  - If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - 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.
  - 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.
  - 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 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:
  - 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.
  - If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited.

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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, 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

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- 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, if applicable. 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.
  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.
  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 #21371) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

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**CITY OF PORTLAND**, by and through  
elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required in  
Agency’s process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**City Contact:**

Caitlin Reff  
1120 SW 5th Avenue, Suite 1800  
Portland, OR 97204  
503-823-6951  
Caitlin.Reff@portlandoregon.gov

**State Contact:**

Mandy Putney  
123 NW Flanders Street  
Portland, OR 97209  
503-720-4843  
mandy.putney@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Urban Mobility & Major Projects  
Director

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Strategic Initiatives Director

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Serena Hewitt

Assistant Attorney General

Date via email dated March 20, 2023

## Exhibit A

### Project Schedule and Governance Structure

#### I. Project Schedule

Expected Timeframe*	Description
Spring 2023	Share Transportation Technical Report Methods
Summer/Fall 2023	Transportation Technical Report
Fall 2023	Public Transportation Strategy Project List
Fall/Winter 2023	Draft Environmental Assessment (start 45-day public comment period)
Fall 2023	Public Transportation Strategy Agreement and Endorsement
Winter 2023-24	Draft Environmental Assessment comment period closes
Spring 2024	Revised Environmental Assessment

**\*Expected milestones dates may need to be adjusted as the analysis is conducted. The associated tasks would remain as described.**

#### II. Governance Structure

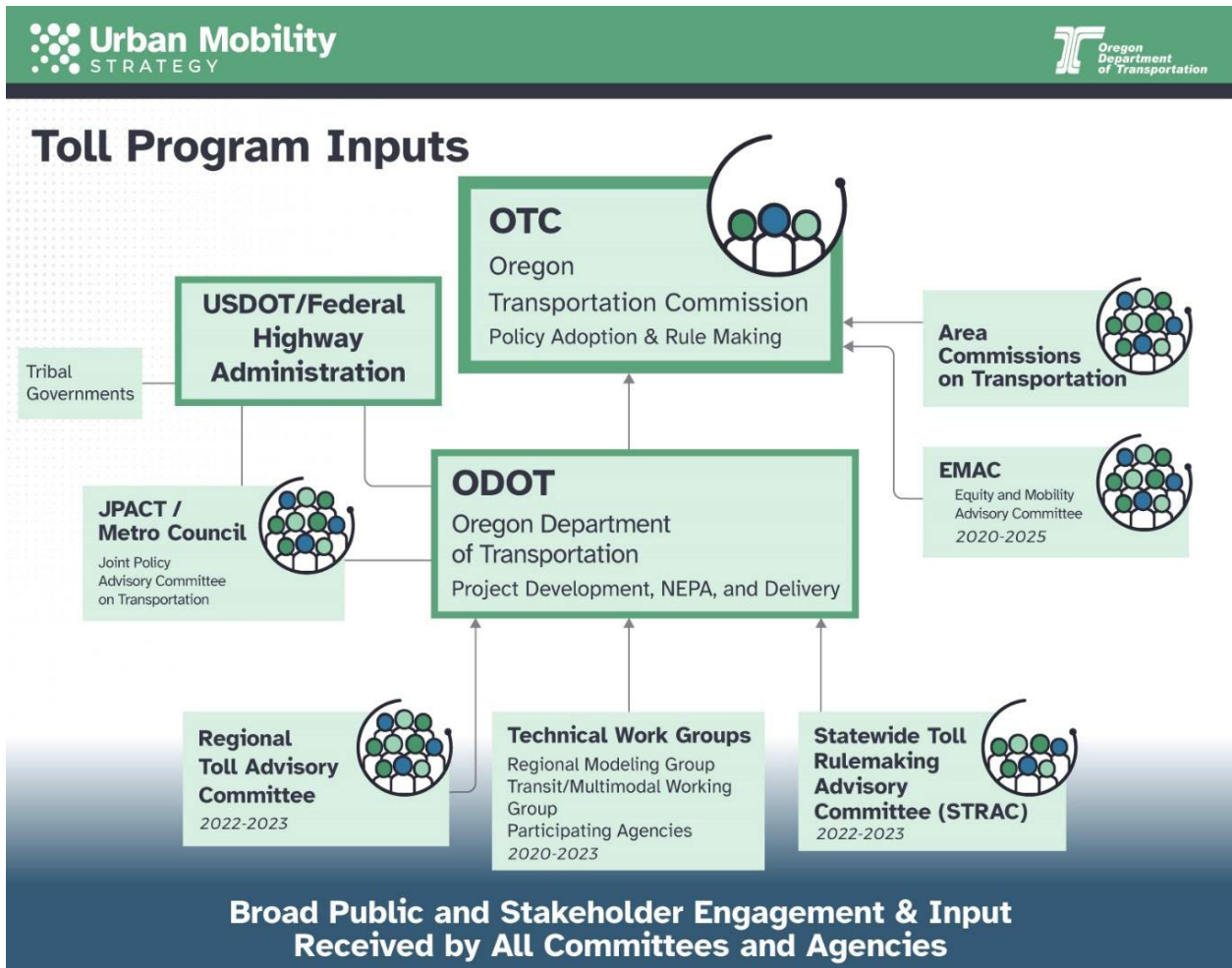
##### Toll advisory committees and focus areas

To gain outside expertise and feedback to answer the key questions, advance equity through decision-making, and deliver an operating tolling system, ODOT is engaging three advisory committees: Regional Toll Advisory Committee (RTAC), Equity and Mobility Advisory Committee (EMAC), and the Statewide Toll Rulemaking Advisory Committee (STRAC). The focus areas for the committee are described below.

- **EMAC** - Working to turn recommendations from 2022 into ODOT commitments for sustainable, accountable processes and outcomes to advance equity.
- **RTAC** - Providing regional input and support for toll projects and partnerships. This includes diversion mitigation, transit-multimodal plans, alignment of Regional Mobility Pricing Project with policies, and toll revenue allocation criteria.
- **STRAC** - Supporting customer service experience and the roles to set and adjust rates through the state rulemaking process.



Figure1. Toll Program Inputs



**Approach to coordination**

To avoid duplication and to allow for deep discussion within the committees, we are using the following approach:

- No committees will share a duplicative primary focus.
- Committees may provide feedback to other toll committees, but this interaction will be proactively planned through committee work plans so that expectations are set at the forefront. For example, EMAC will provide a recommendation to the Statewide Toll Rulemaking Advisory Committee (STRAC) on the draft rules and rate setting process for I-205 Toll Project prior to STRAC’s recommendation to ODOT.

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- An active member of EMAC will have a seat on the Statewide Toll Rulemaking Advisory Committee (STRAC) and Regional Toll Advisory Committee (RTAC) to support the centering of equity through this work. This will allow the EMAC liaison to communicate strategic direction on equity provided by EMAC and the Oregon Transportation Commission.
- For operationalization of the Low-Income Toll Program, we are planning for EMAC to provide a recommendation that will lead the conversations at STRAC. These groups can provide feedback to ODOT through their respective committee structures.
- The RTAC's scope will involve input on the criteria to allocate toll revenue, which is not a part of the STRAC rulemaking or recommendation process. The RTAC liaison on the STRAC will have the opportunity to share feedback or provide input into the STRAC process.

## **Exhibit B**

### **City Services Overview**

City shall perform the following activities for the scope of work packages described in **Exhibit A** through services associated with Environmental Planning and Preliminary Engineering, by **December 2025**:

**A. City Staffing Plan.** The City shall provide the staff and services necessary to review, provide comment on, and identify revisions to environmental planning and review and preliminary design deliverables to assist the State in completing the environmental and preliminary engineering phases of the Project on budget, in accordance with the Project schedule, and in support of City policy, values and goals. During the Project, the City shall make available the persons per role identified herein. 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 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; and (2) Preliminary Engineering. 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 C**, up to the Total Amount Authorized identified in **Exhibit C**.

The Parties agree that line-item budgets for each task / deliverable milestone, per **Exhibits B** and **C**, 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

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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 and/or work groups
- Strategy & messaging development in support of the Public Involvement and Communications Plan
- Review and dissemination of public involvement and communications materials
- Support State-led communications and/or briefings to City advisory committees and commissions

**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 as determined necessary:

1. City Project Manager
2. City Planners(s)
3. City Civil and Traffic Engineer(s)
4. City Structural Engineer(s)
5. Tree Inspector(s)
6. 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), Bureau of Parks and Recreation (PP&R), and Portland Fire & Rescue (PF&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:

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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%, 90%, 100% design milestones phases for the Project, in substantial conformance with PBOT's Street Design Review Checklist. City shall review, comment on, identify revisions and approve permitting documents to issue applicable permits for the project, per the City's scope of services described in **Exhibit B** based on the schedule provided in **Exhibit A**.
3. Review, provide comments, identify revisions, as necessary, to the Project plans and scoping documents as provided for in this Agreement. All comment submittals from the City must be provided to the State in the State's requested comment format. City shall submit one consolidated comment log to the State for each of the deliverable reviews.
4. Regularly attend, prepare for, and actively participate in relevant technical design meetings, to be hosted by the State. The City Project Manager is responsible for assigning City staff to each of the project meetings, in consultation with the State.
5. 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.
6. 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.

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- (c) Assist in development of project scoping.
  - (d) Assist in and coordinate all document and plan reviews.
  - (e) Assist in resolution of policy and 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 and public engagement programs as appropriate.
2. Transportation Planning Division. Under the coordination of the City's Project Manager, the Transportation Planning Division shall provide services as described below:
- (a) Assign a policy innovation & regional planning point of contact for City planning work performed under this Agreement and coordinate all planning work, budget and information covered under this Agreement with the City's Project Manager.
  - (b) Assign Area and Project Planning staff as well as Complete Streets staff for City work performed under this Agreement.
  - (c) 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.
  - (d) Review and provide comment on State-prepared Project traffic modelling including Synchro, VISSIM or other models, specifically to consider multimodal operations.
  - (e) Review, provide comment, and identify revisions, as necessary, to State-prepared project scoping, planning and 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.
3. 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 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 or other 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 construction documents, with specific attention to local street operations during the construction phase.
4. 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.

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- (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.
5. 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 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.
6. Signals & Street Lights (SSL). Under the coordination of the City's Project Manager, SLL shall provide services as described below:
- (a) Assign an SSL engineer to participate in City's review of State-prepared Project planning and 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 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.
  - (c) Review and provide comment to State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.
6. Construction Inspection & Pavement Management (CON). Under the coordination of the City's Project Manager, CON shall provide services as described below:
- (a) Assist with constructability reviews of work packages as applicable.
7. Right of Way Programs & Permitting (RWPP). Under the coordination of the City's Project Manager, RWPP shall provide services as described below:

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- (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) Review of property rights to be acquired, acquisitions or transfers needed and provide legal documents to be used for acquisition or subsequent transfer to the City. Any future ROW transfer will be addressed as part of the ROW process and in a separate ROW agreement, as necessary.

**(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 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 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

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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 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.

**(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 environmental review deliverables and relevant technical team meetings related to City-owned park

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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.

**(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 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. Review State-prepared Project design plan documents for consistency and coordination with the planning for the Central City 2035. Identify any potential changes to zoning codes, urban design plans, and district plans.

**(vii) Portland Fire & Rescue ("PF&R")**

Under the coordination of the City's Project Manager, Portland Fire & Rescue shall provide services as described below:

1. Review State-prepared Project design plan documents for consistency and coordination with Portland City Code and emergency response requirements.

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## Exhibit C

### City Staffing Plan and Total Authorized Amount

Hours and subtotal by phase item budgets identified in **Exhibit C** 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 C**.

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

	Environmental Planning	Preliminary Engineering	TOTAL
<b>PBOT</b>	\$ 849,210	\$ 1,113,590	\$ 1,962,800
<b>BES</b>	\$ 5,000	\$ 5,000	\$ 10,000
<b>PWB</b>	\$ 5,000	\$ 5,000	\$ 10,000
<b>BDS</b>	\$ 5,000	\$ 10,000	\$ 15,000
<b>BPS</b>	\$ 15,000	\$ 5,000	\$ 20,000
<b>Parks</b>	\$ 5,000	\$ 5,000	\$ 10,000
<b>Portland Fire &amp; Rescue</b>	\$ 5,000	\$ 5,000	\$ 10,000
<b>Subtotal by phase</b>	<b>\$ 889,210</b>	<b>\$ 1,148,590</b>	<b>\$ 2,037,800</b>
<b>Total Amount Authorized</b>			<b>\$ 2,037,800</b>