

**INTERGOVERNMENTAL AGREEMENT FOR THE  
SOUTH CORRIDOR – PHASE II: PORTLAND – MILWAUKIE LIGHT RAIL  
REFINEMENT STUDY AND  
SUPPLEMENTAL DRAFT ENVIRONMENTAL IMPACT STATEMENT**

This Intergovernmental Agreement (this “Agreement”) is entered into between **Metro**, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, hereinafter referred to as “Metro,” and the **City of Portland**, hereinafter referred to as the “City of Portland.”

RECITALS:

1. As the Portland region’s Metropolitan Planning Organization (“MPO”), the parties anticipate that Metro will be the recipient, contingent upon federal and state appropriation and delivery, of approximately \$2,000,000 in Federal Transit Administration (“FTA”) Congestion Mitigation and Air Quality (CMAQ) funds for the South Corridor Phase II: Portland - Milwaukie Light Rail Project Refinement Study and Supplemental Draft Environmental Impact Statement (SDEIS), hereinafter referred to as the “Project.”
2. The Project will advance Phase II of the Locally Preferred Alternative (LPA) with possible design options for the South Corridor Light Rail Project. Metro is the local lead agency for the Project. Other agencies that are anticipated to participate in the Project by providing matching funds or otherwise include the Cities of Portland and Milwaukie, Multnomah County, Clackamas County, FTA, TriMet, and the Oregon Department of Transportation (“ODOT”).
3. The Project objective, as set forth more fully in Exhibit A attached hereto and incorporated herein, is to complete the SDEIS for the Project. The Project updates the 1998 South/North Draft Environmental Impact Statement (DEIS), the 2003 South Corridor Project SDEIS, including the 2003 Downtown Amendment, and recommendations made by the Milwaukie Working Group established by the Downtown Amendment.
4. Additional funds are needed to complete project work as set forth in the memo from Richard Brandman, Metro to the Portland-Milwaukie Light Rail Project Management Group dated 10/3/07. The City of Portland Office of Transportation agrees to seek \$650,000, has requested this amount in its 2008/2009 budget and will make reasonable efforts to secure funds in this amount.
5. It is anticipated that the following governmental entities will provide matching funds for the Project, pursuant to future and existing agreements with the following entities in the following anticipated amounts:

\$ 400,000	City of Portland Office of Transportation (PDOT)
\$ 200,000	City of Portland Office of Transportation (PDOT) (in kind)
\$1,450,000	TriMet
\$ 300,000	City of Milwaukie
\$ 300,000	Oregon Department of Transportation
\$ 50,000	Portland Development Commission
\$ 400,000	Clackamas County

6. The City of Portland shall provide SIX HUNDRED THOUSAND DOLLARS (\$600,000) including in-kind funds as outlined in and covered by this agreement.
7. By authority granted in ORS Chapter 190.110, units of local government may enter into agreements to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
8. The City of Portland intends to expend its own unrestricted funds on the Project to perform the work set forth herein, and the City of Portland has agreed to provide Metro with matching funds for the Project as set forth herein.
9. The parties desire to enter into this Agreement for their mutual benefit.

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

A. TERM OF AGREEMENT, PROJECT DESCRIPTION, BUDGET, AND SCHEDULE

1. The beginning date of this Agreement is October 1, 2006. The termination date of this Agreement is December 31, 2008, unless terminated earlier under the provisions of this Agreement, or extended by an amendment to this Agreement.
2. The Project and the roles and responsibilities of the City of Portland and Metro for the Project are described in this Agreement and in the attached Exhibit A Scope of Work and Exhibit B Schedule, which are incorporated herein by this reference.

B. CITY OF PORTLAND AGREEMENTS

1. City of PORTLAND shall provide FOUR HUNDRED THOUSAND DOLLARS (\$400,000) in local match for the Project.
2. The City of Portland shall also provide in-kind match of TWO HUNDRED THOUSAND DOLLARS (\$200,000) in City of Portland Office of Transportation (PDOT) staff and consulting expenses for qualified costs for work described in Exhibit A, in accordance with OMB Circular A-87, Cost Principles Applicable to Grants and Contracts with State and Local Governments. City of Portland shall provide documentation to Metro of all costs and expenses related to its performance of the work ("Work") under this Agreement that is attributed to the in-kind match. South Waterfront work that is not specifically related to this Project, including work to plan street networks, is excluded from the in-kind match.
3. City of Portland represents and warrants that it shall perform the Work described in this Agreement using unrestricted, non-federal funds, and will not be a recipient of federal funds appropriated pursuant to this Project. To the extent that the City of Portland is ever held to be a recipient of federal funds for this Project, the City of Portland shall be liable for its breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon breach of any such condition that requires Metro to return funds to any funding source, or otherwise damages Metro in any way, defend, indemnify and hold harmless Metro for such damage, up to the legal limits of such indemnification.
4. Within thirty (30) days of receipt of an invoice from Metro, City of Portland shall pay Metro FOUR HUNDRED THOUSAND DOLLARS (\$400,000) local match funds.

5. City of Portland shall perform the Work and provide the deliverables and services (“Work Product”) described in Exhibit A for which City of Portland is identified as being responsible.
6. City of Portland shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Work under this Agreement. City of Portland shall be responsible for providing employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.
7. City of Portland shall be responsible for payment of all costs associated with performance of the Work and to fulfill its obligations under this Agreement.
8. City of Portland shall present cost reports, progress reports, and deliverables to Metro’s Project Manager no less than once a month. Cost reports shall display 100 percent of the total Project costs incurred during the period of the report. Reports shall display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect costs that are appropriate for the Project. Documentation for all expenses must be approved by Metro before credit for City of Portland’s in-kind match will be recognized. Timesheets may be periodically requested to document labor costs. City of Portland shall follow OMB Circular A-87 for determining allowable costs.
9. City of Portland agrees to cooperate with Metro, and at the request of Metro, agrees to:
  - a. Meet with the Metro's Project Manager
  - b. Participate in Project related events.
  - c. City of Portland shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement
10. City of Portland shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City of Portland shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City of Portland’s performance. City of Portland acknowledges and agrees that Metro, FTA, U.S. Secretary of Transportation, Comptroller of the United States or their authorized representative shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. City of Portland also acknowledges and agrees that it shall retain such documents for a period of six years, or such longer period as may be required by applicable law, after termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Copies of applicable records shall be made available upon request.
11. City of Portland shall not enter into any subcontracts to accomplish the Work unless written approval is first obtained from Metro.
12. If City of Portland engages a personal services contractor(s) to accomplish any Work under this Agreement, City of Portland shall:

- a. Provide Metro's Project Manager with the opportunity to participate in the personal services contractor(s) selection;
  - b. Select personal services contractor(s) in accordance with applicable law;
  - c. Provide a Project manager to:
    - i. Be City of Portland's principal contact person for Metro's Project Manager and the personal services contractor(s) for the Work;
    - ii. Monitor and coordinate the work of the personal services contractor(s); and
    - iii. Review and approve deliverables produced and submitted by the personal services contractor(s).
13. All Work Product of City of Portland that result from this Agreement will be considered the joint Work Product of both City of Portland and Metro, and City of Portland and Metro shall be deemed the author of such Work Product. City of Portland hereby irrevocably assigns to Metro all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City of Portland shall execute such further documents and instruments as Metro may reasonably request in order to fully vest such rights in Metro.
14. City of Portland shall ensure that any Work Products produced pursuant to this Agreement include the following statement: This Project is partially funded by the Federal Transit Administration.
15. As applicable, City of Portland shall submit two hard copies and one electronic copy, either by e-mail or on a Compact Disc in MS Word or Excel, or other electronic format acceptable to and useable by Metro, of all final Work Products produced in accordance with this Agreement to Metro's Project Manager.
16. Without limiting the generality of the foregoing, City of Portland expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS.659A.142; (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.
17. All employers, including City of Portland, 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. City of Portland shall ensure that each of its subcontractors complies with these requirements.
18. City of Portland represents and warrants to Metro that:

- a. City of Portland is duly formed and operating under applicable State of Oregon law;
- b. City of Portland has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, covenants, obligations and agreements hereunder, and to undertake and complete the Work;
- c. This Agreement has been authorized pursuant to City of Portland official action that has been adopted and authorized in accordance with applicable state law;
- d. This Agreement is duly authorized and executed and delivered by an authorized officer(s) of City of Portland and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
- e. The authorization, execution and delivery of this Agreement by City of Portland, the observation and performance of its duties, covenants, obligations and agreements hereunder, and the undertaking and completion of the Work do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets.

### C. METRO AGREEMENTS

1. Metro shall invoice City of Portland for FOUR HUNDRED THOUSAND (\$400,000) as outlined in this Agreement.
2. Metro will assign a Project Manager for this Agreement who will be Metro's principal contact person regarding administration of this Agreement.
3. Metro will be responsible for management of the Project and will make reasonable efforts to ensure that the schedule and budget are met. Metro staff will serve as the Project and task managers for the Project. Metro will manage all consultants hired by Metro and is responsible for making reasonable efforts to ensure that all products are produced in a timely manner, receive adequate technical review, and are of high quality.
4. Metro will serve as the FTA grantee for the Project and as such will be the chief liaison with the FTA in matters relating to the Project. When issues with FTA arise, Metro will respond directly to the FTA or will coordinate a response with regional partners.
5. Metro will staff formal and informal study committees including the Steering Committee, Project Management Group and Technical Advisory Committee, the Project Advisory Committee, and other meetings as appropriate. This support includes technical analysis, public involvement activities and drafting staff recommendations. Metro will request support from partner jurisdictions when required.
6. Metro Task Managers will oversee the consultants hired by Metro in the areas of conceptual engineering, public involvement, transportation analysis, financial and technical assistance and environmental analysis. Metro will also manage the flow of data to the Technical Advisory Committee, Project Management Group, Steering Committee and other groups and develop the product review schedule for the FTA.
7. Metro will manage the public involvement process for the Project. Metro staff will lead the Public Involvement Team that will include representatives of local jurisdictions and agencies. Metro will provide overall coordination and oversight and will notify City of Portland staff prior to conducting, or directing consultants to conduct, public involvement activities in the City of Portland.

8. Metro will manage the decision-making process for the Project, including the selection of the Locally Preferred Alternative (LPA) and Land Use Final Order (LUFO). In addition, Metro will facilitate the narrowing of alternatives and also prepare decision documents in support of these milestones. The Metro Council, as well as the Transportation Policy Alternatives Committee (TPAC) and the Joint Policy Advisory Committee on Transportation (JPACT), will be supported by Metro staff (with assistance from agency and jurisdiction staff) through the decision process.

#### D. GENERAL PROVISIONS

1. This Agreement, and funding for the Project, is expressly contingent upon Metro successfully entering into an Agreement between Metro and the FTA, and the other governmental partners who are anticipated to provide matching funds. This Agreement and funding for the Project is also expressly contingent upon the appropriation and Metro's receipt of CMAQ Funds in the amounts and at the times anticipated herein. If such Agreement with the FTA and the matching partners, or such appropriation and the receipt of funding does not occur, then this Agreement shall terminate and all terms and conditions herein shall be null and void.
2. Budget modifications and major adjustments in the Work described in Exhibit A must be processed as amendments to this Agreement.
3. This Agreement may be terminated by mutual written consent of both parties. Any such termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. Metro may unilaterally terminate this Agreement effective upon delivery of written notice to City of Portland in accordance with the following conditions:
  - a. Should City of Portland fail to complete the Work within the time specified in this Agreement, including any extensions thereof, or fail to perform any of the provisions of this Agreement, and not correct any such failure within ten (10) days of receipt of written notice;
  - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Work to be performed under this Agreement is prohibited; or
  - c. If Metro fails to receive appropriations or other expenditure authority sufficient to allow Metro, in the exercise of its reasonable administrative discretion, to continue the Project.

Any such termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

5. If the Project is terminated, any unexpended matching funds will be distributed pro-rata among the Project partners that provided matching funds for the Project, proportionate both to the amounts initially contributed by the partners and the amounts spent.
6. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given regarding this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the City of Portland or Metro representative at the address or number set forth in Paragraph 7 below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Paragraph. Any communication or notice correctly addressed and sent by mail shall be effective five (5) days after the date postmarked. Any communication or

notice delivered by facsimile shall be deemed given when the transmitting machine generates proof of receipt of the transmission. Such facsimile transmissions must be confirmed by telephone notice to the Project Manager set forth in Paragraph 7, below. Any communication or notice by personal delivery shall be deemed given when actually delivered.

- 7. All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Metro – Bridget Wieghart  
600 N.E. Grand Avenue  
Portland, OR 97232-2736  
Phone: (503) 797-1775

City of Portland – Paul Smith  
1120 SW Fifth Avenue  
Portland, OR 97204  
Phone: (503) 823-7736

- 8. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City of Portland and Metro that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Paragraph be construed as a waiver by either party of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
- 9. This Agreement and the attached Exhibits constitute the entire Agreement between the parties on the subject matter hereof. 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 all 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 either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

**City of Portland**

**Metro**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency:

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City of Portland Legal Department

**EXHIBITS:**

A: Project Scope of Work

B: Project Schedule



**Exhibit A—Scope of Work**  
 Metro – City of Portland  
 South Corridor Phase II - Portland-Milwaukie Light Rail  
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## **1.0 Background**

A high-capacity transit connection between Portland and Milwaukie has been a focus of interest and study for more than twenty years. Three environmental impact statement documents have bearing on the South Corridor Phase II Portland-Milwaukie SDEIS Project. The *South/North Light Rail Project Draft Environmental Impact Statement* (February 1998) included a Milwaukie alignment to Clackamas Town Center, the Portland Mall segment and Caruthers Bridge Willamette River crossing. Although the document expired in 2001, it provided the starting point for subsequent work. The *South Corridor Supplemental Draft Environmental Impact Statement* (December 2003) examined a combined I-205, Portland Mall, Milwaukie light rail alignment. The South Corridor project studied a light rail river crossing option located on the Hawthorne Bridge.

The *Downtown Amendment to the South Corridor SDEIS* (October 2004) adopted a Locally Preferred Alternative (LPA) that located the downtown Portland segment on the existing Bus Mall and adopted a two-phase strategy. The first phase includes the Clackamas Town Center to Gateway and Portland Mall segments that are currently underway; the second phase would be Milwaukie Town Center to Portland Mall segment. The LPA for the River Crossing has not been examined since South/North DEIS in 1998. Changes in the Willamette River crossing area since that time, including the introduction of the Portland Streetcar and the South Waterfront-OHSU Tram and significant land use changes in the South Waterfront area suggest a re-examination of the crossing location, design, and costs and benefits would be prudent.

At the time the Downtown Amendment was adopted several outstanding issues remained concerning the Milwaukie segment. These issues included alignment, terminus and park-and-ride locations. The Amendment established the Milwaukie Working Group to address these outstanding issues. The Working Group recommended a change in alignment, a new terminus location, and developed a list of proposed park and ride locations.

One purpose of this Scope of Work is Refinement Work that will finalize what will be studied in the SDEIS. The Refinement Work will develop and analyze the Milwaukie Working Group recommendations, and other park and ride and station options in Milwaukie. In the Willamette River crossing areas, alignment and station alternatives will be developed. The result of this Refinement Work will be a Refinement Report that will provide sufficient information to support a decision on whether alternatives in addition to the Locally Preferred Alternative (LPA) will be carried into the SDEIS. In addition to the LPA, it is anticipated that a design option building on the recommendations from the Working Group will be carried into the SDEIS.

Also, the Federal Transit Administration has developed a cost effectiveness threshold, the Transportation System User Benefit (TSUB) that must be met for a project to proceed. Information related to all of these issues could have an effect of the TSUB.

This Scope of Work describes the how the work should proceed to address and resolve these issues, as well as the process and Scope of Work to produce the SDEIS. Several jurisdictions and agencies are participating as partners in this Project. Metro is the lead agency for this phase of the Project.

## **2.0 Components of the Scope of Work**

There are three components of this Scope of Work for the Portland-Milwaukie Light Rail Project. The first component, identified as "Refinement Work," is refinement and conceptual design work and a Refinement Report that will identify alternatives that will be further developed and analyzed in the SDEIS. The second component is development of the alternatives, analysis, documentation, and production of the SDEIS. The third component is selection and adoption of the LPA. The City of Portland has roles and responsibilities as defined herein for the refinement work, the SDEIS and the LPA selection and adoption process. The roles and responsibilities of

the City of Portland fall into three main categories: 1) technical support and review, 2) policy support and review, and 3) public involvement.

This Scope of Work document is organized as follows. Metro's role is described in Section 3. The tasks and associated responsibilities for the Refinement Work and Refinement Report are described in Section 4. The tasks and associated responsibilities for the SDEIS are described in Section 5. The tasks and associated responsibilities for the selection and adoption of the LPA are described in Section 6.

### **3.0 Metro's Responsibilities**

Metro is responsible for managing the Project through the publication of the Final Environmental Impact Statement, which includes Refinement Work and the Draft Environmental Impact Statement. The Refinement Work will complete cost evaluations and develop final recommendations on the design options carried into the SDEIS.

#### ***Project Management***

Metro will be responsible for management of the study and will make reasonable efforts to ensure that the schedule and budget are met. Metro staff serve as the Project manager and task managers for the SDEIS. Metro also manages all consultants and is responsible for reasonable efforts to ensure that all products are produced in a timely manner, receive adequate technical review and are of high quality.

#### ***FTA Coordination***

Metro will serve as the FTA grantee for the study and as such will be the chief liaison with the FTA in matters relating to the South Corridor Study. When issues with FTA arise, Metro is charged with responding directly or coordinating a response with regional partners.

#### ***Committee Support***

Metro staffs formal and informal study committees including the Steering Committee, the Project Management Group (PMG) and the Technical Advisory Committee (TAC), the Citizens Advisory Committee and any ad hoc committees of the Project. This support includes technical analysis, public involvement activities and drafting staff recommendations. Metro will request support from partner jurisdictions when required.

#### ***Technical Work and Consultant Management***

Metro Task Managers will oversee the consultants in the areas of public involvement, transportation analysis, financial and technical assistance, station area planning assessments, and environmental analysis. Metro also manages the flow of data to the Technical Advisory Committee, Project Management Group, Steering Committee and other groups, and develops the product review schedule for the FTA.

#### ***Public Involvement***

Metro will manage the public involvement process for the SDEIS. Metro staff will lead the Public Involvement Team that will include representatives of local jurisdictions and agencies. Metro provides overall coordination and oversight.

#### ***Decision Process***

Metro will manage the decision-making process for the study, including the selection of the Locally Preferred Alternative (LPA) and Land Use Final Order (LUFO). In addition, Metro will facilitate the narrowing of alternatives and will also prepare decision documents in support of these important milestones. The Metro Council, as well as the Transportation Policy Alternatives Committee (TPAC) and the Joint Policy Advisory Committee on Transportation (JPACT), will be supported by Metro staff (with assistance from agency and jurisdiction staff) through the decision process.

#### **4.0 Refinement Work and Refinement Report**

This effort will examine whether additional design options should be carried into the SDEIS scoping process, and if so, what the details of that concept will be. The Project tasks are described first, and followed by the responsibilities of the City of Portland for completion of the Project tasks.

##### **4.1. Technical Support and Review Task**

**Task Objective:** The purpose of this task is to review and analyze the data and analysis developed by Metro, TriMet and the City of Portland that will be used to identify and assess conceptual alternatives. This task will include analysis of the current Locally Preferred Alternative (LPA) as well identifying other options for transit stations, park-and-ride lots, Willamette River crossing, alignment options, and southern terminus for light rail between Portland and Milwaukie.

###### **4.1.1 Review cost effectiveness evaluation**

**Task Objective:** To determine whether the LPA has the potential to achieve a satisfactory cost-effective rating in the New Starts process, and to identify those elements of the Project that could be modified to improve the Project's TSUB rating and federal competitiveness. TriMet and Metro will conduct a sensitivity analysis to evaluate the cost effectiveness of possible scenarios and produce a white paper memorandum summarizing the results.

###### **The specific responsibilities of the City of Portland are as follows:**

- Review 2030 travel demand forecasts prepared by Metro based on LPA alignment and a baseline alternative.
- Provide input on locations for alignment, Willamette River crossing location, and transit stations for sensitivity analysis.
- Review and provide input on results of sensitivity analysis results.

###### **4.1.2 Identify design options**

**Task Objective:** This effort will determine whether an additional design option should be carried into the SDEIS scoping process for broader public review and, if so, define the likely location of the alignment, Willamette River crossing, and station and park-and-ride locations. This task will use the results of the sensitivity analysis.

###### **The specific responsibilities of the City of Portland are as follows:**

- Work with Metro and TriMet to identify possible Willamette River crossing locations, alignments, and station locations.
- Work with or assist Metro and TriMet in developing the conceptual alternatives.
- Identify potential land use impacts and issues for further considerations in the study.

##### **4.2. Public Involvement**

**Task Objective:** The purpose of this task is to ensure that stakeholders are consulted throughout the refinement work and development of the Refinement Report.

###### **The specific responsibilities of the City of Portland are as follows:**

- a. Assist Metro and TriMet with identification of and consultation with stakeholders.
- b. Participate with Metro and TriMet in meetings with stakeholders.
- c. Participate with Metro and TriMet in implementation of the Public Involvement Plan.

### **4.3. Refinement Report**

**Task Objective:** The purpose of this task is to produce the Refinement Report. This Report will combine work results from above tasks that will define the options that will be evaluated in the SDEIS.

**The specific responsibilities of the City of Portland are as follows:**

- a. Coordinate with TriMet and Metro to develop the Refinement Report outline.
- b. Review and comment on Refinement Report drafts.
- c. Participate in the decision-making process.

## **5.0 Draft Environmental Impact Statement**

### **5.1. Conceptual Design**

**Task Objective:** The purpose of this task is to develop conceptual designs for light rail in the Portland-Milwaukie Corridor for analysis in the SDEIS. Concepts will be based on the recommendations of the Refinement Report and the existing LPA. The objective is to develop the conceptual design to the 5 to 15% engineering level, which is necessary to accurately determine the capital costs of the Project and the impacts of constructing the selected alternative. Throughout the conceptual engineering process, the alternatives will be refined to reduce identified impacts and to include potential mitigation for unavoidable impacts. This will be accomplished through coordination with the traffic and environmental consultants.

Method: TriMet, with consultant assistance, will refine the existing alignment drawings and develop concept designs based the Refinement Report. The drawings will then be reviewed by the Technical Advisory Committee (TAC), Project Management Group (PMG), and in public workshops, and then be revised. Some areas will require more focused design work that may be the subject of focused community dialogues. These areas include the Willamette River crossing, Southeast Portland (including the intersection at 11th/12th Avenue, the Brooklyn neighborhood, and SE 17th Avenue alignment), the Tillamook Branch alignment, the City of Milwaukie station location, and the southern terminus.

The Conceptual Design Task will be broken into the following sub-tasks:

- Community Dialogues
- Light Rail Design Support
- Bridge Structural Support Analysis
- Roadway Design and Traffic Engineering Support
- Alignment Design Options
- Light Rail Station Facilities and Park and Design
- Utilities Support
- Environmental Support
- Capital Costing
- Operating Costs
- Quality Control and Assurance.

**Responsibilities** Metro will provide overall coordination for this task. TriMet, with consultant assistance will be responsible for developing the conceptual design for the light rail alternatives. Metro will coordinate public involvement related to the review of the alternatives.

#### **5.1.1. Community Dialogues**

The community dialogues will involve sharing current designs and rationale with neighborhood businesses and residents, soliciting response and developing potential modifications prior to the environmental work proceeding.

The specific responsibilities of the City of Portland for this sub-task are as follows:

- a. Coordinate with TriMet and Metro to develop and maintain list of stakeholders.
- b. Participate in community dialogues, including working with stakeholders in the South Waterfront Area to coordinate stakeholder input with light rail design. Area planning that is not directly related to the light rail project is not included in this Scope of Work.

#### 5.1.2. Light Rail Design Support

The LRT design support task includes providing a refinement of the light rail alignment and station locations between Portland and Milwaukie. Specific areas of concern include:

- refinement of the bridge crossing across the Willamette River
- roadway and traffic impacts related to the light rail alignment

Light rail station location in the City of Portland This work will include the right-of-way needs and how these needs could impact the railroad, future roadway plans, buildings, utilities and neighborhoods.

#### **The specific responsibilities of the City of Portland for this sub-task are as follows:**

- a. Provide data and/or actively participate as appropriate in the development of the light rail alignment, Willamette River Crossing location, station locations, and southern terminus alternatives.
- b. Review and comment on plan and profile drawings and cross section drawings.
- c. Provide technical review and support.
- d. Provide policy support and review.

#### 5.1.3. Bridge Structural Support

The bridge structural support task involves analysis of the Caruthers Bridge crossing and up to four other bridge crossing over the Willamette River. The Caruthers Bridge option in the LPA provides access across the Willamette River for light rail vehicles only. The City of Portland, TriMet and Metro are currently studying an additional bridge crossing location and a recommendation for an additional crossing location will be developed. Alternative bridge locations are being evaluated to minimize the cost and impacts and maximize the ridership potential. Bridge options included in the SDEIS will be evaluated for light rail and streetcar only and for light rail, streetcar and bus.

#### **The specific responsibility of the City of Portland for this sub-task is as follows:**

- a. Provide data and actively participate in the development and analysis of options for Willamette River crossing.
- b. Review and comment on plan and profile drawings and cross section drawings.

#### 5.1.4. Roadway Design and Traffic Engineering Support Task

The roadway design and traffic engineering support task relates to roadway and traffic improvements or mitigation as it relates to the light rail alignment. Specific areas of concern include Willamette River crossing area, the intersection of SE 11th/12th Avenues and SE Clinton Street, and freight and bus access on SE 17th Avenue.

#### **The specific responsibilities of the City of Portland for this sub-task are as follows:**

- a. Provide data and actively participate in the development and analysis of options.
- b. Review and comment on plan and profile drawings and cross section drawings.

#### 5.1.5. Light Rail Alignment Design Options Task

The light rail alignment design options task includes evaluating two potential light rail alignment design options between SE Tacoma Street and the Milwaukie Station.

#### **The specific responsibilities of the City of Portland for this sub-task are as follows:**

- a. Provide data and actively participate in evaluating light rail alignments between SE Tacoma Street and the Milwaukie Station.
- b. Review and comment on plan and profile drawings and cross section drawings.

#### 5.1.6. Utilities Support Task

The utilities support task includes developing a better understanding of the major utilities that exist along LRT alignments. Consultants will coordinate with TriMet to assure that the capital cost include allowances for utilities.

**The specific responsibility of the City of Portland for this sub-task is as follows:**

- a. Provide or review data as requested.

#### 5.1.7. Environmental Support Task

The environmental support task involves providing information on issues related to wetlands, water quality, and floodplain fill.

**The specific responsibility of the City of Portland for this sub-task is as follows:**

- a. Provide or review data as requested.

#### 5.1.8. Capital Costing Task

The capital costing task includes assisting with the development of capital cost for the alternatives. TriMet will develop the capital cost estimates. Costs will be calculated in both year 2007 and year of expenditure dollars.

**The specific responsibility of the City of Portland for this sub-task is as follows:**

- a. Provide or review data as requested.

#### 5.1.9. Quality Control and Assurance Task

The quality control and assurance task is intended to assure that design and capital cost are accurate and will be consistent with the quality control plan for the overall South Corridor Study.

**The specific responsibility of the City of Portland for this sub-task is as follows:**

- a. Provide or review data and reports as requested.
- b. Provide policy support as requested.

### **5.2. *Definition of Alternatives Report/Plan and Profiles***

**Objective.** The purpose of this task is to prepare a report that defines study related improvements for each of the alignment alternatives and options. These improvements will be evaluated in the SDEIS.

**Methods.** This work will be based on the Refinement Work and Report. Significant work has been done to define the potential alternatives to be studied in the Portland-Milwaukie corridor and a LPA was adopted in 1998 and again in 2003. Further refinement of the LPA is currently underway. Recommendations from the Project Management Group and Project Steering Committee will further refine the alignment. Staff will continue to work with the Technical Advisory Committee, and stakeholders to assess and refine the design. Consultant staff will prepare draft designs on roll maps that display conceptual designs. These maps will be presented in a series of public meetings. Based on input from consultant designers, jurisdictional staffs and the public, designs will be modified. Either the roll maps or plan and profile drawings will be issued with the Detailed Definition of Alternatives Report. These drawings will indicate where design changes are likely to occur. Further refinement of designs will be documented in a revised Refinement Report and a set of plan and profile drawings.

Relationship to Other Tasks. The Detailed Definition of the Alternatives Report along with the plan and profile drawings will define the Project-related improvements that will be studied during the evaluation of environmental impacts.

Responsibilities. Metro will be responsible for the coordination and overall production of the report. Metro staff will work with TriMet and local jurisdictions to determine the appropriate transit and highway network and operating assumptions. TriMet will be responsible for the preparation of the light rail alternative plan and profile drawings. Consultant staff will be responsible for assisting TriMet with the plan and profile drawings for the light rail alternative.

**The specific responsibilities of the City of Portland for this task are as follows:**

- a. Provide technical support and review.
- b. Provide policy support and review.
- c. Participate with TriMet and Metro in outreach and public involvement efforts.

Products

1. Definition of Alternatives Report.
2. Roll maps/plan and profiles for all study alternatives.

**5.3. Environmental Documents**

5.3.1 Methods Reports

Objective. The purpose of this task is to define and document the methods that will be used in the analysis of the South Corridor Phase II alternatives. The methods will be presented in a series of methods reports that will specify the technical methods and assumptions that will be used for the analysis of alternatives. The results of the analysis will be documented in the various results reports, the SDEIS and the FEIS.

Methods. The Methods Reports that were developed for the South Corridor SDEIS will be reviewed and revised to address issues specific to the Portland-Milwaukie Corridor. Corridor specific issues will be addressed where appropriate. Analysis methods will be defined for the following topic areas:

- Social, Economic and Environmental Assessment, including Environmental Justice
- Transportation Analysis
- Financial Analysis

Data Requirements:

- The preliminary description of the LPA and design options for the corridor
- South Corridor SDEIS methods reports
- Related new and/or updated Federal, State, Regional and local regulations and guidance

Relationship to Other Tasks. The Methods Reports will be used to guide the subsequent analysis in the Corridor. The Methods Reports will be made available for review by interested federal agencies, state agencies, local jurisdictions and the public. The analysis resulting from application of these methods will be compiled in a series of topically specific Results Reports, the South Corridor Phase II Portland-Milwaukie LRT Project SDEIS and the FEIS. The Evaluation Methods will be applied to the analysis and findings in the SDEIS and will guide the selection of the Locally Preferred Alternative for the Corridor.

Responsibilities. Consultants, with Metro oversight and management, will be responsible for the development of the Methods Reports. FTA and other interested Federal agencies, State agencies and interested local jurisdictions should review and comment on the methods.



**The specific responsibility of the City of Portland for this task is as follows:**

- a. Review and provide feedback on draft Methods Reports.

Products. The primary products from this task will be a series of topically specific methods. A draft of each of the Methods Reports will be circulated for review and comment. Final Methods Reports will be published by Metro.

**5.3.2 Results Reports**

Objective. Evaluate and document the potential impacts of the South Corridor Study alternatives. This analysis will be consistent with the analysis methods as defined in the Methods Reports task, and the results will be documented in a series of topically specific Results Reports. The analysis will be developed in compliance with the National Environmental Policy Act (NEPA) and other related regulations and guidance.

Methods. The evaluation element of this work will be conducted in accordance with the analysis methods as defined in the analysis methods task above. The documentation will be presented in a series of Results Reports, each addressing one of the following topics:

1. Land Use and Economic Impacts.
2. Community Impacts (social, neighborhoods, displacements and environmental justice).
3. Historic, Archaeological and Cultural Impacts (Section 106).
4. Parklands, Recreation Areas, Wildlife and Waterfowl Refuges (Section 4(f)).
5. Ecosystems Impacts.
6. Hydrology and Water Quality Impacts.
7. Visual Quality and Aesthetic Impacts.
8. Transportation Impacts (traffic and transit).
9. Air Quality Impacts.
10. Noise and Vibration Impacts.
11. Energy Impacts.
12. Soils, Geology and Seismic Impacts.
13. Hazardous Materials.
14. Capital Costs.
15. Operations and Maintenance Costs.
16. Financial Analysis.
17. Evaluation of Alternatives/New Starts Analysis.

Adopted regional and local land use and transportation plans and forecasts will be used as the basis for the year 2030 planning horizon assumptions for these analyses.

Data Requirements:

1. Methods reports.
2. Definition of Alternatives (including plan and profile drawings).
3. Adopted regional and local land use and transportation plans.
4. Adopted regional and local data and forecasts.
5. Data specific to each of the topics listed above.

Relationship to Other Tasks. Completion of the Results Reports is dependent upon the Methods Reports and the Definition of Alternatives being completed. The Results Reports will be summarized in the SDEIS.

Responsibilities. Consultants, with Metro oversight and management, will be responsible for the development of the Results Reports. TriMet will provide significant assistance in several tasks, such as capital costing, operations and maintenance costs, operations and maintenance facilities. Federal and state agencies and local jurisdictions will be consulted for specific data or

analyses as required and will also review and comment on each of the Results Reports as they are developed.

**The specific responsibilities of the City of Portland for this task are as follows:**

- a. Provide data as requested.
- b. Provide technical assistance and support as requested.
- c. Provide policy assistance and support as requested.
- d. Review and comment on draft Results Reports as requested.

Products. Draft and final Results Reports addressing the list of topics shown above.

### 5.3.3 SDEIS Preparation

Objective. Prepare and publish the South Corridor Phase II Portland-Milwaukie LRT Draft Supplemental Environmental Impact Statement (SDEIS). The SDEIS will comply with the National Environmental Policy Act (NEPA) and other applicable Federal, State, Regional and local regulations.

Methods. The SDEIS will be produced primarily through summarizing the relevant portions of the Results Reports described above. The SDEIS will contain summary information including tables, figures and narrative text. It will be organized generally as defined in the FTA's suggested EIS outline. The SDEIS will also contain references to the Results Reports or other studies as appropriate. The SDEIS will contain six chapters, as follows:

1. Purpose and Need.
2. Alternatives Considered.
3. Affected Environment and Impacts of Alternatives.
4. Transportation Impacts.
5. Evaluation of Alternatives.
6. Public Involvement and Agency Coordination.

Consultants, with Metro management and oversight, will draft the SDEIS chapters. Each chapter will be circulated for local jurisdiction and agency review prior to being forwarded to FTA for review and comment. Based on the comments received, each chapter will be revised as necessary.

Upon FTA approval of the chapters and related sections of the SDEIS, copies of the completed document will be prepared and forwarded to FTA for processing and authorization to publish. Copies will be printed and distributed to interested persons, local, state and federal agencies, and other interested parties.

Data Requirements.

- Study Purpose and Need Statement
- Final Definition of Alternatives Report
- Social, Economic and Environmental analysis as documented in the Results Reports
- Transportation Impacts Analysis as documented in the Results Report
- Financial Analysis as documented in the Results Report

Relationship to Other Tasks. The majority of the tasks defined in this work plan must be completed for the SDEIS to be prepared. The Results Reports must be complete, the Public Involvement process must have effectively engaged the public in a discussion about issues in the corridor, the evaluation of the alternatives must be complete, and the financial analysis must be substantially complete.

Responsibilities. Consultants, with Metro oversight and management, will draft the SDEIS document. Local jurisdictions and interested state and federal agencies must review and comment on specific areas of interest. FTA must review and ultimately approve the document for publication. Metro will publish and is responsible for all final documents.

**The specific responsibility of the City of Portland for this task is as follows:**

- a. Review and comment on draft chapters of the SDEIS.

Products. The major product of this task will be draft and final chapters of the South Corridor Phase II Portland-Milwaukie Supplemental Draft Environmental Impact Statement document.

#### 5.3.4 SDEIS Publication/Distribution

Objective. To publish the SDEIS document and distribute it to the general public and interested local, state, regional and federal agencies.

Methods. Metro staff will be responsible for document production once FTA has authorized printing. The staff will work to efficiently produce the document and then distribute it to a pre-defined list of interested parties. The list of interested parties will be developed throughout the time that the study is done.

Data Requirements.

1. FTA approved SDEIS document.
2. List of interested parties for distribution.

Relationship to Other Tasks. The SDEIS must be made available to anyone who is interested for review and comment during the formal comment period following the publication. The public hearings and selection of a Locally Preferred Alternative cannot move forward until the document is available to the public.

Responsibilities. Metro will make copies and distribute the document to interested parties.

**The specific responsibilities of the City of Portland for this task are as follows:**

- a. Work with Metro to ensure interested parties are identified and notified.
- b. Work with Metro to ensure that document is distributed to interested parties.

Products.

1. Copies of the SDEIS Document for public review.
2. Names, addresses, and e-mail addresses of interested parties for distribution.

## 6.0 Selection and Adoption of Locally Preferred Alternative

Objective: A locally preferred alternative will be selected by local and regional decision-makers and adopted by the Metro as the Portland Metropolitan Planning Organization (MPO).

Methods: Metro will facilitate the narrowing of alternatives and prepare decision documents. The Project Steering Committee, with input from the Project Citizen Advisory Committee, Project Management Group, and Technical Advisory Committee, will recommend a Locally Preferred Alternative. After the Locally Preferred is approved by the City of Portland, it will be adopted by the Joint Policy Advisory Committee on Transportation (JPACT) and Metro.

The Metro Council, as well as the Transportation Policy Alternatives Committee (TPAC) and the JPACT, will be supported by Metro staff (with assistance from agency and jurisdiction staff) through the decision process.

Metro will manage the decision-making process for the study, including the selection of the Locally Preferred Alternative (LPA) and Land Use Final Order (LUFO).

Responsibilities: Metro will manage the decision-making and adoption process, coordinating with local jurisdictions to reach a decision on the selection and approval of a locally preferred alternative.

**The specific responsibilities of the City of Portland for this task are as follows:**

- a. Work with Metro to select a LPA.
- b. Coordinate the City of Portland approval of the LPA.

# M E M O R A N D U M

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METRO

DATE: October 3, 2007 (Revised)  
TO: Portland to Milwaukie LRT PMG  
FROM: Richard Brandman, Deputy Planning Director  
SUBJECT: SDEIS Budget and Funding Plan

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## Background

In the fall of 2006, the PMG reviewed a draft budget for the Portland to Milwaukie SDEIS. The budget, it was noted, was only for basic SDEIS costs and did not include refinement work or account for design options. A preliminary funding plan was developed. Partner jurisdictions agreed to the preliminary funding plan in order to get the project started. Since that time, refinement work has been completed and design options have been developed and adopted by the Steering Committee. The full study budget has been developed. At the June 2007 PMG meeting, it was noted that there was a significant budget gap and Metro and Trimet would be approaching each jurisdiction with a funding request.

## Budget and Funding Plan

Attached please find the updated SDEIS budget and funding plan. In addition to standard SDEIS costs, it includes:

*Refinement Phase Costs* – The refinement phase included detailed review of numerous design options of the Willamette River Crossing and an extensive, three-month review of alignments in downtown Milwaukie.

*Alignment and Design Options* – In addition to the LPA, the SDEIS will examine four Willamette river crossing and two southern terminus alignment options. It will also study buses on the bridges and an at-grade crossing of McLoughlin south of Milwaukie.

*Willamette River Crossing Partnership process* – This process, spearheaded by the City of Portland, will allow more detailed work with property owners in proximity to the river crossing in order to resolve numerous street grid, modal connectivity, greenway issues

related to the river crossing. This work is needed to obtain agreement on issues that are necessary to move the river crossing design process forward.

*Carry over to PE* – The updated budget allows four months of carry over after July 2008 in order to permit environmental and design work to continue between the SDEIS and approval of PE.

### Conclusion

The PMG and Steering Committee have had numerous discussions about the need to move the project quickly. The project has an aggressive schedule and anticipates reaching a locally preferred alternative decision in the summer of 2008. In order to meet this schedule, staff and consultant work on the SDEIS is underway. It is imperative that the project obtain firm funding commitments in the immediate future in order to cover anticipated expenditures. In order to perform all of the work required to complete the SDEIS and resolve outstanding issues throughout the corridor, we need to reach agreement by October 15, 2007.