

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
AN AGREEMENT WITH THE CITY OF ) RESOLUTION NO.88-887  
PORTLAND FOR MANAGEMENT AND )  
FUNDING OF TRANSPORTATION )  
IMPROVEMENTS FOR THE OREGON )  
CONVENTION CENTER )

WHEREAS, Metro is responsible for funding and construction of the Oregon Convention Center; and

WHEREAS, Street improvements necessary in the vicinity of the Oregon Convention Center are included in Metro's project budget; and

WHEREAS, Transportation analysis and plans have been conducted resulting in a specific improvement program; and

WHEREAS, It is desirable and efficient to divide management responsibilities for required transportation improvements between the City of Portland and Metro; and

WHEREAS, It is also desirable to specify budgets and funding for these improvements; and

WHEREAS, The Council Convention Center Committee recommends approval of this agreement; now, therefore,

BE IT RESOLVED:

1. That the Metro Executive is authorized to enter into an intergovernmental agreement with the City of Portland, as attached, for the management and funding of certain transportation improvements.

ADOPTED by the Council of the Metropolitan Service District this 24th day of March, 1987.

  
\_\_\_\_\_  
Mike Ragsdale, Presiding Officer



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-3-571-CC BUDGET CODE NO. 52-00-00-8620-30850  
 FUND: CTS DEPARTMENT: CONVENTION CENTER PROJECT (IF MORE THAN ONE) \_\_\_\_\_  
 SOURCE CODE (IF REVENUE) \_\_\_\_\_

### INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
  - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
  - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT TO PROVIDE FOR CITY MANAGEMENT OF REQUIRED TRANSPORTATION IMPROVEMENTS

2. TYPE OF EXPENSE  PERSONAL SERVICES  LABOR AND MATERIALS  PROCUREMENT  
 PASS THROUGH AGREEMENT  INTER-GOVERNMENTAL AGREEMENT  CONSTRUCTION  
 OTHER

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION  CHANGE IN COST  CHANGE IN WORK SCOPE  
 CHANGE IN TIMING  NEW CONTRACT

4. PARTIES METRO & CITY OF PORTLAND

5. EFFECTIVE DATE JANUARY 1, 1988 TERMINATION DATE DEC 31, 1990  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 1,000,800  
 PREV. AMEND \_\_\_\_\_  
 THIS AMEND \_\_\_\_\_  
 TOTAL \$ 1,000,800

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 10,000  
 B. BUDGET LINE ITEM NAME CONSTR. IN. PROG. AMOUNT APPROPRIATED FOR CONTRACT \$ 0<sup>(1)</sup>  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF January 31, 1988 \$ 3,217,872

### 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

### 9. NUMBER AND LOCATION OF ORIGINALS

(1) constr. in progress called out \$1,274,545 for transportation improvements.

**INTERGOVERNMENTAL AGREEMENT**  
March 16, 1988

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 1988, is between the METROPOLITAN SERVICE DISTRICT (Metro) and the CITY OF PORTLAND (City).

**R E C I T A L S :**

1. The development and funding of the Oregon Convention Center on a 17 block site in Northeast Portland has been approved by the voters of the Metropolitan Service District;
2. The Portland City Council by Ordinance No. 158553 approved selection of the site for the center, subject to compliance by Metro with all requirements and procedures of the City Code.
3. The Portland City Council approved the Time and Manner Ordinance for the Convention Center LID by Ordinance No. 159875, and has entered into an agreement with Metro to provide LID funding for the Oregon Convention Center.
4. Metro has, through a contract with the Portland Development Commission, funded an Area Development Strategy, which included a transportation component, recognizing the importance of the center's neighborhood in making the center a success.
5. These and other actions have established a joint commitment between the City and Metro to complete the Oregon Convention Center on time and within budget.
6. It is desirable to continue this joint commitment with the implementation of off-site transportation improvements.
7. In order to develop the center, The City of Portland will be required to vacate a number of streets within the site.
8. The vacation of these streets, presently being considered by the City Council, will require replacement street connections to be developed or improved. The street vacation ordinance requires an intergovernmental agreement between Metro and the City which describe their respective responsibilities for design, finance, and construction of this street network.
9. Metro has established in its convention center project budget a provision for the costs of off-site improvements needed for completion of those replacement connections necessary and other improvements essential to the operation of the center.
10. The Oregon Department of Transportation (ODOT) and the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) have existing facilities and planned projects in the Oregon Convention Center area that are of benefit to Oregon Convention Center operations and the regional transportation system.
11. ODOT has provided a letter of agreement supporting funding of the Phase 1 Greeley-Banfield Project which provides for improvements that will benefit the Oregon Convention Center (Attachment C).
12. It is desirable and efficient for the City and Metro to agree to specific responsibilities for the implementation of off-site improvements, and to agree to a plan for their funding.

## A G R E E M E N T :

### METRO AND THE CITY, HEREBY AGREE AS FOLLOWS:

#### A. Cooperation

1. Execution of this agreement by each government provides for the implementation of transportation system requirements listed in the street vacation ordinance for the convention center and provides for enhancements to increase the effectiveness of the center and its economic benefits.
2. The common goal of the parties is the implementation of the projects described in Exhibit A by September 1, 1990. The City and Metro agree to the general responsibilities for implementing the projects described herein.
3. The parties will work cooperatively with the Oregon Department of Transportation (ODOT), the Tri County Metropolitan Transportation District of Oregon (Tri-Met) and other involved public and private entities to implement a new circulation plan in the vicinity of the convention center site.
4. Metro shall cooperate with the City in development of an area enhancement program, and intends to allow Metro's funds to be used to leverage additional public or private improvements, provided that projects listed on Attachment A are fully funded. Specific improvements in the enhancement program and use of funds leveraged will be defined in a subsequent City/Metro agreement.
5. All information and assistance as necessary to complete efforts contemplated in this agreement will be provided by each party to the other.

#### B. Scope of Metro Services:

1. Metro recognizes and accepts its responsibility to provide a replacement transportation system (described on Exhibit A) for the current street network being vacated for the Convention Center.
2. Metro will establish the circulation loop of Glisan, First, Holladay, and Union (Items 1,2,3 and 4 on Exhibit A) around the convention center by September 1, 1990 either directly or through a subsequent agreement with ODOT and City. The circulation loop is specifically defined as follows:
  - a. Construct the Union Avenue west frontage from Holladay Street to the southern property line, including transition areas beyond intersections.
  - b. Construct the following street improvements:
    - 1) Holladay Street from 1st to Union
    - 2) 1st Avenue from Holladay to Glisan
    - 3) Glisan from 1st to Union
    - 4) Removal of Glisan Street off-ramp from I-84

In the event that a subsequent agreement is not obtained, then Metro shall construct improvements specified above through the Street Improvement Permit Process.

3. Metro shall provide up to \$1,000,800 to the City in the manner described in Section D below, for the traffic signal and intersection improvements specified on Attachment A, which includes \$207,000 for off-site pedestrian improvements to be determined by the City (City Item No. 12).

4. Metro shall provide financing of \$600,000 toward a new Light Rail Station at Holladay and Union through a subsequent intergovernmental agreement between Tri Met, City and Metro (Metro Item No. 5).

5. Metro shall construct per City specification and at City expense, subject to subsequent agreements the parties may enter into, the street lighting network called for in the area development plan within the curblines of the convention center site or within the right-of-way of a street which Metro is responsible for reconstructing. City funding for street lighting improvements shall be limited to \$190,000.00. City shall review and approve design of such street lighting improvements through its Street Improvement Permit Process, and Metro shall include an Engineer's estimate for the cost of such improvements at the time of final City review.

6. Failing a subsequent agreement for construction of the circulation loop, as referred to in paragraph B-2 above, Metro shall add and the City delete from the list of responsibilities shown as Attachment A, the following traffic signals:

1) New signalization at NE Union and NE Glisan	\$76,100
3) Reconstruct signal at Holladay/Union	62,800
4) Reconstruct signal at Holladay/Third	55,500
5) Reconstruct signal at Holladay/Second	55,500
6) Reconstruct signal at Holladay/1st	28,800
13) Modification of Oregon/Union signal	68,500

7. Metro shall enter into an indemnity agreement (as shown in Attachment B) with the City to ensure completion of the above responsibilities.

### C. Scope of City Services

1. By September 1, 1990, the City will, to the extent Metro provides funding for the improvements as defined above, design and construct the improvements listed under City Management Responsibilities on Attachment A.

2. City will expeditiously review, inspect, and accept street improvements constructed by Metro and assist Metro through its permit street process.

3. City agrees to reimburse Metro sums up to \$190,000 for Metro's construction of the street lighting network called for in the area development strategy, based upon the engineer's estimate of cost for these improvements and the provisions of section B5 of this agreement.

4. The City will perform the engineering design and construction of the projects listed under City Management Responsibilities on Attachment A. Where improvements are adjacent to the convention center site or otherwise appropriate, City will coordinate design and construction with Metro and its agents. City will provide to Metro specific information about the work under this agreement on a regular schedule during performance. To facilitate this coordination, City will appoint one project manager within PDOT for this agreement, and will establish a technical advisory committee involving Metro, City, Tri Met, and ODOT staff.

5. The City shall advertise, bid and award the construction contracts which may follow from this agreement as required by its own contract rules, including the City's Disadvantaged, Minority, and Woman Business program, and applicable public contracting law. The City shall require that any contractors have adequate liability coverage and provide a performance bond.

6. The City may perform with its own forces certain work associated with implementing the projects shown above in accordance with the City's own rules and regulations, and shall bill Metro only for such work directly related to implementing the projects listed as City Management Responsibilities on Attachment A.

7. The City shall administer any construction contracts, authorize payments and accept the work performed by any contractors. Any such contracts shall be solely between the Bureau and the construction contractors. Nothing in this agreement shall create any contractual relationship between any contractor of City and Metro.

8. The City will prosecute any claims against its contractor or subcontractor for failure to perform work or performance of its work negligently.

9. The City shall submit a final cost accounting of this entire agreement to Metro. The City shall make every effort to minimize costs to Metro under this Agreement.

#### **D. Billing, and Payment Procedures**

1. City shall submit billings, no more often than monthly, estimating reasonable expenses the City expects to incur in the next month, and adjusting for actual expenditures to date. Documentation accompanying invoices shall itemize expenditures to show contractor payments, City crew costs, and City engineering and project management time by hour and individual, and expenses. Metro shall issue payment to the City within 14 calendar days of the receipt of an invoice with which Metro has no dispute. City shall maintain records relating to the Scope of Work on a generally recognized accounting basis and make said records available to Metro at mutually convenient times. Upon completion and submission of a final cost accounting per Section C-9 above, City shall reimburse Metro for any over payment.

2. Metro certifies that sufficient funds are available and authorized for expenditure to finance the cost of City Management Responsibilities up to a maximum of \$1,000,800.00.

3. Metro shall provide City detailed engineer's estimate of costs for street lighting system or traffic signalization included in Metro's construction contracts. City shall pay Metro this amount, up to a maximum of \$190,000, subject to provisions of sections B5 and C3 of this agreement.

#### **E. Effective and Termination Dates**

This agreement shall be effective as of March 1, 1988, and shall terminate as of the date the Bureau accepts work performed by the contractor(s) or Metro has made final payment to the Bureau, whichever is later. Estimated final completion date is September 1, 1990, with final payment to be made by December 31, 1990.

#### **F. Early Termination of Agreement**

1. The City and Metro by mutual written agreement, may terminate this agreement at any time.

2. Either the City or Metro may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

3. In the event of early termination, Metro shall pay the City for work performed in accordance with the Agreement, including contract commitments, prior to the termination date, and City will pay Metro for any work performed by Metro for street lighting.

4. In the event of early termination, all City reimbursable work products will become and remain property of the City.

5. The remedies provided to the City and Metro above for a breach by the other party shall not be exclusive. The City and Metro also shall be entitled to any other equitable and legal remedies that are available.

#### **G. Breach of Agreement**

The City or Metro shall breach this agreement if either fails to perform any substantial obligation under the agreement, except that neither the City or Metro shall have breached this agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and failures of others not party to this agreement to perform. Should either the City or Metro fail to perform because of a cause described in this subsection, the City and Metro shall make a mutually acceptable revision in the Scope of Services or Compensation.

#### **H. Compliance With Laws**

In connection with activities under this agreement, the City and Metro shall comply with all applicable federal, state, and local laws and regulations.

#### **I. Maintenance of Records**

The City shall maintain records on a current basis to support its billings to Metro. Metro or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the City regarding its billings or its work hereunder. The City shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this agreement.

#### **J. Ownership of Documents**

All work the City performs under this agreement shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the City produces in connection with this agreement. Metro may retain for its own use and at its own cost copies of the materials referred to above.

#### **K. Indemnification/Insurance**

1. The City shall hold harmless, defend, and indemnify Turner Construction Company, Zimmer Gunsul Frasca Partnership, Metro and Metro's officers, employees, and agents, against all claims, demands, actions and suits (including attorney fees and costs) brought against any of them arising from the City's performance of this agreement or the performance of any contractor of the City.

2. Metro shall, to the extent allowed by law, hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions and suits (including attorney fees and costs) brought against any of them arising from Metro's performance of this Agreement or the performance of any Metro Contractor.

3. City shall require that Metro be named as an additional insured on all insurance policies related to the performance of this agreement. City shall also require that all contractors performing work funded by this agreement agree to hold Metro harmless from all claims which may result from performance of any such contracts.

#### **L. Workers' Compensation Insurance**

The City will maintain Workers' Compensation Insurance coverage for all of its workers, employees as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes. The City further agrees to maintain Workers' Compensation coverage for the duration of this Agreement.

#### **M. Subcontracting**

The City reserves the right to subcontract its work under this agreement, in whole or in part. The City agrees that if contractors are employed in the performance of this agreement, the City and its subcontractors are subject to the requirements and sanctions of ORS chapter 656, Workers' Compensation.

#### **N. Assignment**

The City shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of Metro.

#### **O. Ownership of Facilities**

All work performed under this agreement shall be under the sole and exclusive control of the City, except where specifically noted. All facilities installed under this agreement shall be owned by the City.

#### **P. Notice**

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following addressee or deposition in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to Metro:                      Mr. Tuck Wilson  
    Convention Center Project Director  
    Metropolitan Service District  
    2000 S.W. First Avenue  
    Portland, Oregon 97201-5398

With copy to: Daniel B. Cooper, General Counsel

If to the City: Ms. Felicia Trader  
Director, Office of Transportation  
City of Portland  
1120 S.W. Fifth Avenue, 7th Floor  
Portland, Oregon 97204

With copy to: Jeffrey L. Rogers, City Attorney

**Q. Severability**

If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

**R. Amendments**

The City and Metro may amend this agreement at any time only by written amendment executed by the City and Metro.

**S. Integration**

This agreement contains the entire agreement between the City and Metro and supercedes all prior written or oral discussions or agreements.

**T. Non-Waiver**

The City and Metro shall not be deemed to have waived any breach of this agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach may be of the same nature as that waived.

**U. Prohibited Interest**

No Metro or City officer or employee, during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the agreement or the proceeds thereof.

**V. Payments to Vendors and Subcontractors**

The City shall pay timely all suppliers, lessors, and contractors providing it services, materials, or equipment for carrying out its obligations under this agreement.

**W. Business License**

Any contractor used by the City shall obtain a City of Portland business license as required by PCC Section 7.06.010 prior to beginning work under this agreement.

**X. Schedule**

All construction work shall be complete on or before September 1, 1990.

**METROPOLITAN SERVICE  
DISTRICT**

**CITY OF PORTLAND**

\_\_\_\_\_  
Rena Cusma, Executive Officer

\_\_\_\_\_  
Earl Blumenauer, Commissioner of  
Public Works

\_\_\_\_\_  
Felicia Trader, Director, Office of  
Transportation

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Approved as to form

Attachment A  
 Metro/City Management Responsibilities Cost Estimates

**METRO MANAGEMENT RESPONSIBILITIES**

*1) Construct Glisan and First	\$545,000
*2) Remove Glisan hook-ramp	64,000
3) Construct Union west frontage	146,000
4) Reconstruct Holladay	211,000
5) LRT station (agreement with Tri-Met)	600,000
6) Water line relocation	100,000
7) Civil Engineering	85,800
8) Oregon Street Detour	70,000
 METRO SUBTOTAL	 \$1,821,800.00

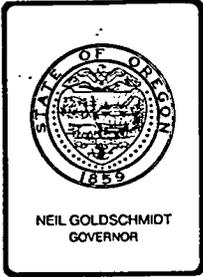
**CITY MANAGEMENT RESPONSIBILITIES**

*1) New signalization at NE Union and NE Glisan	\$76,100
2) Closure of Holladay to Williams loop road	11,500
3) Reconstruct signal at Holladay/Union	62,800
4) Reconstruct signal at Holladay/Third	55,500
5) Reconstruct signal at Holladay/Second	55,500
*6) Reconstruct signal at Holladay/1st	28,800
7) Restripe Hassalo to 2 lanes and one parking lane	18,400
8) Modify southeast quadrant of Hassalo/Williams intersection to accommodate right turns from the Steel Bridge Ramp, including necessary striping and signing.	57,500
*9) Modify signal at Hassalo/Williams intersection	19,000
10) Modify intersection striping and signing on Holladay at Grand and Union, and curb improvement at Holladay/Union.	44,000
11) Roadway striping and signal engineering for implementation of Oregon Street detour	10,000
12) Pedestrian improvements consistent with recommendations of the area development plan in an amount not to exceed \$207,000.	207,000
13) Modification of Oregon/Union signal	68,500
14) Lloyd Blvd. at 11th intersection improvement	56,400
15) Lloyd Blvd. at 9th traffic signal	63,700
16) Lloyd restriping and signing for 2-way operation 11th to Union	11,500
17) Removal of Oregon/7th signal	1,200
18) Modification of Oregon/Grand signal	78,600
19) Restriping and signing of Oregon Union to 9th	11,500
20) Intersection modification, Lloyd/9th	28,800
*21) Develop and implement area-wide guide sign plan	34,500

CITY TOTAL	\$1,000,800
CITY AND METRO TOTAL	\$2,822,600
Less ODOT funding (projects as asterisked)	(\$743,900)
Total Net Funding from Convention Center Project	\$2,078,700
(City Funds for Street Lighting Upgrading)	\$190,000

\* Funded by ODOT Phase 1 Greeley-Banfield project

15% Construction Contingency Included in Each Item



*Department of Transportation*  
**HIGHWAY DIVISION**

Region I

9002 SE McLOUGHLIN, MILWAUKIE, OREGON 97222 PHONE 653-3090

March 10, 1988

In Reply Refer To  
File No.:

Tuck Wilson, Project Manager  
Oregon Convention Center Project  
Metropolitan Service District  
2000 SW First  
Portland, OR 97201

As you are aware, the Oregon Department of Transportation, Metro, and the City of Portland have been discussing potential highway improvements in the Convention Center area that will help achieve our mutual transportation and development goals. The preliminary engineering activities by ODOT for the I-5 Greeley-Banfield project and Area Development Strategy recently completed by the City have identified a list of critical improvements that will benefit the area and that could be in place upon opening of the OCC. There has been a stated need to formally state which of these improvements fall under the jurisdiction of ODOT.

With the support of Metro and the City, we will recommend to our administration and the Oregon Transportation Commission that ODOT construct the following improvements identified as Phase 1 of the Greeley-Banfield project prior to the anticipated OCC opening date of September, 1990:

1. Removal of the I-84 on-ramp from the east end of the Steel Bridge;
2. Construction of a new roadway connecting eastbound traffic from the Steel Bridge to NE Glisan Street;
3. Construction of NE Glisan Street between NE First and NE Union Avenue, including new signalization at the NE Glisan/NE Union intersection;
4. Reconstruction of the I-84 on-ramp from NE Grand Avenue at NE Everett Street and necessary improvements to NE Everett Street between NE Union and east of NE Grand Avenue;
5. Removal of the I-84 off-ramp to NE Glisan Street;

(over)

Tuck Wilson  
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March 10, 1988

6. Reconstruction of the I-84 off-ramp at NE Holladay/NE Thirteenth Avenue to provide traffic flow to NE Lloyd Boulevard from the existing off-ramp to and including the NE Twelfth Avenue intersection;
7. Removal of the eastbound on-ramp to I-84 from Third Avenue;
8. Revisions to traffic guide signs on State facilities in the area, as appropriate, to advise motorists of changes to the highway system and for aid in access to major destinations in the area including the OCC.

Additionally, ODOT recognizes that the reconstruction of the I-84 off-ramp at NE Holladay Street may not provide the ultimate access solution. There may be future requests for a replacement facility, potentially at a new location.

Another possible component of Phase 1 may be the acquisition of right-of-way from the Convention Center site for later phases of Greeley-Banfield. This might be acquired through cash payment or in exchange for ODOT constructing NE First Avenue between NE Holladay and NE Glisan.

It is our understanding that the specific components, geographic extent and design of the above-mentioned highway improvements will require further discussions and agreements and that on-going cooperation will be required between the agencies for finalization of plans for the later phases of Greeley-Banfield project.

It is ODOT's intent to include Phase 1 in our new Six Year Highway Improvement Program with committed construction funding in 1989. That Program will be adopted by the Transportation Commission at their July meeting.



Rick Kuehn, P.E.  
Region Engineer

RK/cp

cc Felicia Trader, City of Portland  
Don Forbes  
R. N. Bothman

ATTACHMENT B  
METROPOLITAN SERVICE DISTRICT  
INDEMNITY AGREEMENT: AGREEMENT IN LIEU OF PERFORMANCE BOND  
CONVENTION CENTER STREET IMPROVEMENTS

WHEREAS, the Metro Service District ("Metro") and PDC have applied for vacation of streets on the Convention Center site; and

WHEREAS, The City Engineers report has specified conditions of street vacation, and an agreement between the City and Metro has further specified funding and management responsibilities for construction of required improvements (hereinafter "Projects"); and

WHEREAS, the City of Portland ("City") has agreed to waive Metro's obligation to file a performance bond in connection with the Projects in exchange for Metro's agreement to indemnify the City from any liability resulting from Metro's performance in connection with the projects and its agreement to reimburse the City for any costs incurred in completing the projects according to the terms and conditions of the attached agreement, should Metro default on its obligation with respect thereto;

NOW, THEREFORE, in consideration for the approval of street vacation and the City's waiver of its requirement of a performance bond, Metro agrees as follows:

1. Metro shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and

suits brought against any of them arising from Metro's performance of these Projects.

2. In the event of any default, failure, or refusal by Metro to perform its obligations as set forth in this Agreement the City, at Metro's expense, may enter into any new agreements or agreements with any person, firm, or corporation for the performance of the work covered by the City/Metro Agreement, and may complete such work, and in any event, Metro shall reimburse the City for the full cost of completion of the Projects.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

CITY OF PORTLAND

METROPOLITAN SERVICE DISTRICT

By \_\_\_\_\_  
City Engineer

By \_\_\_\_\_  
Rena Cusma  
Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Counsel for Metro

03/15/88  
nm/dj

Meeting Date: March 24, 1988

CONSIDERATION OF RESOLUTION NO. 88-887  
FOR THE PURPOSE OF AUTHORIZING AN AGREEMENT  
WITH THE CITY OF PORTLAND FOR MANAGEMENT AND  
FUNDING OF TRANSPORTATION IMPROVEMENTS FOR  
THE OREGON CONVENTION CENTER

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Date: March 10, 1987

Presented by: Cooper/Wilson

FACTUAL BACKGROUND AND ANALYSIS

The development of the Oregon Convention Center promises major changes in Northeast Portland, some of which involve the circulation system in and around the center. The City Council Ordinance approving the Holladay-Union site recognized that transportation improvements would be required, particularly since the project would involve vacation of an arterial, namely Oregon Street. The function of Oregon Street, carrying traffic east from the Steel Bridge, must be replaced. In addition, other traffic system changes necessary to accommodate the center must be made prior to the center's September, 1990 opening. To fund these and other off-site improvements, the convention center project budget allocates \$2.4 million.

In recognition of these transportation issues, Metro funded PDC to prepare an Area Development Strategy, which included a transportation component. The strategy, shared previously with the Council, proposed major changes in the local circulation system including development of a "ring road" around the District, reversal of Holladay Street between First and Union to provide easier access to the Center from Downtown, and improvement of Hassalo to carry additional traffic to and from the Lloyd Center vicinity. These studies have been supplemented with additional traffic analysis conducted by the ZGF design team.

These studies provide the background for the formal action vacating the streets which now cross the convention center site. This street vacation process is now underway at the City and a public hearing before the City Council is scheduled for March 23. City Council consideration of the vacation ordinance is scheduled for April 6 (1st reading) and April 13 (2nd reading). The City's Engineer's report on the street vacation is the official vehicle used to specify conditions the project must comply with.

Parallel to the street vacation process has been negotiation of an agreement with the City to specify funding and management responsibilities for the projects required as a condition of street vacation. The proposed agreement is attached.

The proposed agreement divides management responsibilities for the improvements based on expertise and adjacency to the center itself. Metro retains control of the street construction responsibilities directly around the center, while the City assumes responsibility for signalization improvements (because they are integrated with the City's signal network) and projects physically separate from the convention center site.

The agreement provides a budget of up to \$1,000,800.00 to the City of Portland for completion of the projects shown on Attachment A to the agreement as "City Management Responsibilities." Billings will be based on actual costs. The estimate of cost for transportation responsibilities Metro retains is \$1,821,800.00.

The agreement also recognizes the involvement of both Tri Met and the Oregon Department of Transportation in implementing the revised transportation system, and calls for follow-on agreements with those agencies. The agreement references funding of certain improvements through ODOT's proposed Phase 1 Greeley-Banfield Project. Approval of this project by the Oregon Transportation Commission has been recommended by ODOT staff. As shown on Attachment A of the agreement, ODOT funding will cover projects estimated at \$743,900.00. This will result in Metro's total commitment for its off-site improvements falling comfortably within the current \$2.4 million budget. In addition the agreement provides up to \$190,000.00 in City street lighting funds to the project for construction of the street lighting system on the convention center site called for in the Area Development Strategy.

At its March 8, 1988 meeting, the Council Convention Center Committee recommended approval of the agreement.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No.88-887.



# METRO

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## Convention Center Committee Report Meeting Date: March 8, 1988

Executive Officer  
Rena Cusma

Metro Council

Mike Ragsdale  
Presiding Officer  
District 1

Corky Kirkpatrick  
Deputy Presiding  
Officer  
District 4

Richard Waker  
District 2

Jim Gardner  
District 3

Tom DeJardin  
District 5

George Van Bergen  
District 6

Sharron Kelley  
District 7

Mike Bonner  
District 8

Tanya Collier  
District 9

Larry Cooper  
District 10

David Knowles  
District 11

Gary Hansen  
District 12

To: Mike Ragsdale, Presiding Officer  
Metro Council

From: Larry Cooper, Chair  
Convention Center Committee

Subject: Intergovernmental Agreement Between Metro and City of  
Portland

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At the Council Convention Center Committee meeting of March 8, 1988, the Committee unanimously approved the Intergovernmental Agreement between Metro and the City of Portland relating to Convention Center street vacations and off-site improvements. This contract is scheduled for the March 24, 1988 Council Agenda.

The contract is currently in administrative contract reviewing process. The Council may expect some amendments to the attached prior to March 24, 1988.

cc: Rena Cusma  
Tuck Wilson  
Dick Engstrom